

**Origin Investment Advisory LLC**

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**INVESTMENT ADVISORY AGREEMENT  
Amended 1/2/2024**

This Investment Advisory Agreement (the “Agreement”), is entered into by and among Origin Investment Advisory LLC (“Origin” or the “Adviser”), a Delaware limited liability company and an investment adviser registered with the Securities and Exchange Commission (“SEC”), and the individual client that has electronically executed this Agreement (the “Client”) (each, a “Party” and, collectively, the “Parties”).

WHEREAS, Client wishes to retain Adviser to provide financial planning (“Financial Planning Services”) and/or make recommendations and implement investment decisions in accordance with the Client’s financial situation, investment objectives, and reasonable restrictions for Client’s managed account (“Managed Account Services”), each as described in this Agreement; and

WHEREAS, the Adviser wishes to act as an adviser for the Account pursuant to and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration the receipt of which is acknowledged, the Parties agree as follows:

1. Appointment of Adviser

Client desires to employ and appoints Adviser as Client’s investment adviser to provide the services authorized by the Client below. Adviser accepts the appointment by executing this Agreement.

2. Services of Adviser

(a) The Client authorizes the Adviser to provide the following services, in each case in material compliance with the Investment Advisers Act of 1940 (the “Advisers Act”):

Financial Planning Services: The Adviser will provide nondiscretionary investment recommendations based on the Client’s financial situation and investment objectives. These recommendations may involve recommending investments in model portfolios established by the Adviser (each, a “Model Portfolio”) as well as other types of investments, as described in the materials related to the program on the Adviser’s website, any written materials on the Model Portfolios or other investments provided directly to the Client by the Adviser, and the Adviser’s Form ADV Part 2A Brochure (“Brochure”). Subject to the terms of this Agreement, Client will maintain sole responsibility for notifying the Adviser of

any change in Client's financial situation or investment objectives or of any desire to alter Client's selection of investments.

**Managed Account Services:** The Adviser will recommend investments in one or more Model Portfolios based on the Client's financial situation and investment objectives and, based on these recommendations, invest and trade Client assets held in an account that the Client will open with DriveWealth LLC ("DriveWealth" or the "Custodian") for these purposes (the "Account"), as described below. The Adviser will review Client Accounts on a daily basis and typically rebalances Client Accounts when an asset class is in excess of 7% from the recommended allocation of the Model Portfolio(s). All Managed Account Services will be provided on a discretionary basis, meaning that the Adviser can direct transactions in Client's Account assets without further consent from Client. If Client chooses to participate in the Managed Account Services, subject to the provisions of this Agreement, the Adviser shall be solely responsible for implementing the investment strategy of the applicable Model Portfolio for the Account, provided that Client may notify the Adviser of restrictions to the investments purchased for the Account, subject to Adviser's determination that the restrictions are reasonable, which determination Adviser shall make in its sole discretion. Client may make any updates to the Client's financial situation and investment objectives and any restrictions on the management of the Account through the Adviser's support widget on the Adviser's website or via e-mail to the Adviser at: [hereforyou@useorigin.com](mailto:hereforyou@useorigin.com).

### 3. Limited Power of Attorney

If Client opts into the Managed Account Services, by agreeing to the terms of this Agreement, the Client grants the Adviser a limited power of attorney ("Power of Attorney") solely in connection with the assets in the Client's Account and appoints the Adviser as the Client's lawful attorney-in-fact for purposes of exercising the Power of Attorney, to exercise any and all power and discretion to trade the assets in the Account in accordance with the investment strategy for the Client's Model Portfolios, subject to any additional instructions or reasonable restrictions (as described above) provided by the Client.

### 4. Custody; Brokerage Transactions

(a) Adviser does not hold or otherwise directly maintain custody of client funds or securities, nor is it authorized to hold or receive any stock, bond, or other security or investment certificate or cash on behalf of Client or to open an account for Client or to direct that any of Client's assets be transmitted to an account held in any name other than that of Client, except, in the case of the Managed Account Services, for purposes of trading assets on behalf of the Client.

(b) If Client utilizes the Managed Account Services, Client will open and maintain a brokerage account with DriveWealth and will designate the Adviser as the discretionary manager of that account. DriveWealth shall act as the custodian of the assets of the Account. Adviser will have no liability with respect to custodial arrangements or the acts, conduct, or omissions of any Custodian. The Custodian will provide Account statements directly to each Client on a monthly basis. For each set of Account statements received, the Client should compare the Account statements from the Custodian with those from the Adviser.

(c) Adviser will use DriveWealth as the clearing broker for transactions of the Account. Client acknowledges that decisions by Adviser regarding the allocation of executing brokerage transactions may take into consideration the scope and quality of research services, execution capability, and other factors considered relevant by Adviser.

## 5. Compensation

(a) In consideration for the services rendered pursuant to this Agreement, the Adviser does not assess any management or performance fees. Client, or the Client's employer, as applicable, will pay a monthly subscription fee (the "Subscription Fee"). The Subscription Fee paid by the Client will be charged monthly in advance, for access to the Model Portfolio Services. Any portion of the Subscription Fee paid by the employer will be charged annually and may be paid in advance or arrears, as agreed in writing between the Adviser, or its affiliate, and the employer. The Client, or the Client's employer, as applicable, may select from various tiers of subscriptions. The tier of services accessible by Client based on its employer's choice, as applicable, will be specified through the Client's individual dashboard on the Adviser's website (the "Dashboard").

(b) The Subscription Fee for each tier of services is set forth in Exhibit A to this Agreement. Each month, the Client will receive an invoice from the Adviser for the Subscription Fee. That invoice will specify the amount of the Client's Subscription Fee for the month. The Subscription Fee will not exceed the highest possible rate indicated for the applicable subscription tier in Exhibit A.

(c) If the Client chooses to utilize the Financial Planning Services, Client may purchase sessions with a certified financial planner at the rates set forth in Exhibit A to this Agreement. Depending on the subscription tier selected by the Client or Client's employer, as set forth in Exhibit A to this Agreement and indicated on the Client's Dashboard, Client may have access to sessions with a certified financial planner at a reduced cost or at no additional cost depending on the Client's subscription tier specified on the Client's Dashboard.

(d) If the Client utilizes the Managed Account Services, he, she or it will be responsible for all fees charged by the Custodian. The Custodian will charge fees, including maintenance and transaction fees, directly to the Client using the Managed Account Services. All fees charged by the Custodian for Managed Account Services will be withdrawn from the Client's Account by the Custodian. The Custodian's fees at the time of execution of this Agreement are set forth in Exhibit A to this Agreement. The Custodian will provide its fee schedule in its account opening documents, and Client is responsible for reviewing those fees and any changes that may occur.

(e) For the avoidance of doubt, the fees described in this Section 5 are in addition to all expenses borne by the Client, as described in Section 6 below.

(f) The Adviser will provide notice of any changes to the range of Subscription Fee that is charged for each tier, or any other fees charged by the Adviser, to the Client through the Client's Dashboard. Client will be deemed to have consented to the changes if the Client does not terminate this Agreement within 30 days in accordance with Section 13 of this Agreement.

## 6. Expenses

All trading expenses and the costs of operating and administering the Account, including, but not limited to, all custodial fees, brokerage commissions, clearing fees, borrowing charges, interest on margin and other borrowings, and withholding or transfer taxes incurred in connection with the Account, will be borne by the Client. For the avoidance of doubt, the Client is also responsible for all expenses and costs of operating the account charged by the Custodian. These expenses will be provided to the Client by the Custodian when the Client opens its account with the Custodian.

#### 7. Proxy Voting.

The adviser will not be required to take any action or render any advice with respect to voting securities in the Account, and the Adviser is specifically precluded from doing so.

#### 8. Transaction Reports and Periodic Reports

In connection with the Managed Account Services:

(a) The Client will receive a written confirmation of each transaction in its Account. These confirmations, and all other documents required by law to be provided to the Client, will be provided through the Client's Dashboard or via email at the email address the Client provided at the time of account opening or as updated by the Client in writing to the Adviser.

(b) On a quarterly basis, the Adviser will provide the Client with Account statements containing a description of all activity in the Account during the preceding period, including all transactions made on behalf of the Account, all contributions and withdrawals made by the Client, all fees and expenses charged to the Account, and the value of the Account at the beginning and end of the period.

(c) On a quarterly basis, the Adviser will also prompt the Client to reverify the information on the Client's financial situation and investment objectives and make any updates to the Client's restrictions on the management of the Account. The Client may make any updates to the Client's financial situation and investment objectives and any restrictions on the management of the Account through the Adviser's support widget on the Adviser's website or via e-mail to the Adviser at: [hereforyou@useorigin.com](mailto:hereforyou@useorigin.com).

(d) On an annual basis, the Adviser will contact the Client to update the information on the Client's financial situation and investment objectives and any restrictions on the management of the Account. The Client may make any updates to the Client's financial situation and investment objectives and any restrictions on the management of the Account through the Adviser's support widget on the Adviser's website or via e-mail to the Adviser at: [hereforyou@useorigin.com](mailto:hereforyou@useorigin.com).

#### 9. Service to Other Companies or Accounts

Client understands that Adviser acts and may act in the future as investment adviser to other managed accounts and to other partnerships or investment funds (collectively, the "Other Accounts"), that the investment action taken for each Other Account may differ from investment

action taken for Client, and Client has no objection to Adviser's so acting. In addition, Client understands that persons, if any, employed by Adviser to assist in the performance of Adviser's duties under this Agreement will not devote their full time to serving Client and that nothing contained in this Agreement should be deemed to limit or restrict the right of Adviser or any affiliate of Adviser to engage in and devote time and attention to other businesses or to render services of whatever kind or nature.

#### 10. Representations, Warranties and Covenants

(a) Adviser represents warrants and agrees as follows:

(i) Adviser has full power, right, and authority to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement and neither this Agreement nor the services to be performed under it will constitute or result in a breach or default under, or conflict with or violate, any of its constituent documents, applicable law, rules or regulation or any other contract, agreement or undertaking to which it is subject or by which it is bound;

(ii) To the best knowledge of the Adviser, neither it nor any of its employees are the subject of any current, pending, or threatened investigations or enforcement proceedings brought by the SEC or any other regulatory body, including any U.S. state securities regulator;

(iii) The Adviser is currently registered as an investment adviser with the SEC; and

(iv) All representations, warranties, and covenants made in this Section 10(a) shall remain true and correct throughout the Term of this Agreement (as defined below), and if any representations, warranties, or covenants in this Agreement cease to be true and correct, the Adviser will promptly inform Client of that occurrence.

(b) The Client represents, warrants, and agrees as follows:

(i) To the best of its knowledge, the Client is not a party to any pending or threatened legal, administrative, arbitral, or other proceedings, claims, or governmental or regulatory investigations of any nature against it or its properties or assets and there is no injunction, order, judgment, decree or regulatory restriction imposed specifically upon it or any of its properties or assets, in each case that could impair the ability of Client to meet its obligations hereunder;

(ii) The Client represents that the engagement of Adviser is authorized by all, and has been undertaken in accordance with and is not inconsistent with any, documents and applicable procedures governing or relating to the Account. The Client will furnish the Adviser with true and complete copies of all such documents as may be requested by the Adviser;

(iii) All representations, warranties, and covenants set forth in this Agreement (including all Exhibits to this Agreement) shall remain true and correct throughout the Term of this Agreement (as defined below), and if any representations, warranties, or covenants in this Agreement cease to be true and correct, or if Client has a reason to believe that any representations, warranties or covenants may be incorrect or misleading, Client will promptly

inform Adviser of that occurrence and the circumstances related to it;

(iv) The Client understands that (A) the Adviser and its affiliates are not responsible for any content provided about any investment recommended to the Client from any third party, including without limitation by any issuer, the Custodian, other service providers, or any other third parties, even if that information is distributed to the Client on behalf of a third party by the Adviser, and (B) neither the Adviser nor any of its affiliates are liable for any type of loss or damage associated with information provided by a third party;

(v) The Client (A) acknowledges that the Adviser's decision to take certain actions, including limiting access to, suspending, or closing the Client's Account, may be based on confidential criteria that are essential to the Adviser's risk management and security protocols, and (B) agrees that the Adviser is under no obligation to disclose the details of its risk management and security procedures to the Client;

(vi) The Client acknowledges that the Adviser's investment advice will be based, in part, on information that has been provided to the Adviser by the Client and that, to the extent any of that information is incorrect, it could negatively affect the quality of the advice;

(vii) The Client understands that by providing the Adviser with an email address pursuant to Section 17(b) below, it consents to the receipt of statements, reports, and other communications relating to the Account or Adviser in electronic form;

(viii) The Client is solely responsible for reviewing, understanding, and complying with the terms of the Adviser's [Privacy Policy](#) and [Terms and Conditions](#); and

(ix) The Client has received the Brochure and any Brochure Supplements required by Part 2B of the Adviser's Form ADV prior to the execution of this Agreement and is solely responsible for reading and understanding the content of the Brochure and Brochure Supplements (including without limitation all risk disclosures and conflicts of interest set forth in each) and any and all relevant documents provided to the Client regarding investments made through the Account.

## 11. Indemnification; Limitation of Liability

(a) None of the Adviser, its affiliates, respective members, stockholders, partners, directors, officers, employees, and legal representatives (e.g., executors, guardians, and trustees) of any of them (including persons formerly serving in those capacities) (together, the "Indemnified Parties") shall be liable for any expenses, losses, damages, liabilities, demands, charges or claims of any kind or nature whatsoever (collectively, "Losses") relating to the Account or this Agreement, except to the extent that any Losses relating to the Account or this Agreement are actual Losses of the Client that are the direct result of an act or omission taken or omitted by the Adviser during the Term of this Agreement (as defined below) which constitutes willful misconduct, bad faith, or gross negligence with respect to the Adviser's obligations under this Agreement.

(b) Except as provided in Section 17(i) (Arbitration) and to the fullest extent permitted by law, the Client acknowledges and agrees that under no circumstance will the Adviser

be liable for any cost, expense, loss, damage, fee (including attorney's fees) or liability of any kind or nature suffered or incurred by the Client that arises out of or is in any way related to the Adviser's performance of its obligations under this Agreement, individually or in the aggregate in excess of the total amount of fees (but not expenses) paid by the Client to the Adviser under this Agreement.

(c) The Adviser gives no warranty as to the performance or profitability of its recommendations and directed investments, nor any guarantee that the investment objectives, expectations, or targets described in this Agreement or in the Adviser's Form ADV will be achieved, including, without limitation, any risk control, risk management or return objectives, expectations or targets. The Account may suffer loss of principal, and returns, if any, may fluctuate. The value of Account investments may be affected by a variety of factors, including, but not limited to, economic and political developments, government regulations, judicial interpretations, interest rates and issuer-specific events, market conditions, sector positioning, and other factors.

(d) The Indemnified Parties shall not be responsible for any Losses incurred in the event of the termination and transfer of the Account in accordance with Section 13. In addition, the Indemnified Parties shall not be liable for any consequential, indirect, special or punitive damages.

(e) To the fullest extent permitted by applicable law, Client agrees to and shall defend, indemnify and hold Adviser, any partner, officer, employee, agent, affiliate or subsidiary of any of them, and each other person, if any, who controls, is controlled by, or is under common control with, any of the foregoing, within the meaning of Section 15 of the Securities Act of 1933, and its affiliates and their respective employees (present and former), members, officers, directors, and agents (collectively, the "Adviser Indemnified Persons") harmless from and against any and all claims, damages, expenses (including reasonable attorney fees), losses and costs sustained by Adviser Indemnified Persons arising out of, or relating to, this Agreement, except that Adviser Indemnified Persons shall not be entitled to indemnification hereunder for any conduct determined by a judge or through an arbitration proceeding to constitute willful misconduct, bad faith or gross negligence in connection with this Agreement.

(f) The Client also agrees to indemnify each Indemnified Party for any and all costs, fees, and expenses (including legal fees and disbursements) in connection with any damages resulting from the Client's misrepresentation or misstatement contained in this Agreement, or the assertion of the Client's lack of proper authorization from the beneficial owner to enter into, or perform the obligations under, this Agreement.

(g) The Client agrees to indemnify and hold harmless each Indemnified Party from and against any tax, interest, additions to tax, penalties, attorneys' and accountants' fees and disbursements, together with interest on the foregoing amounts at a rate determined by the applicable Indemnified Party computed from the date of payment through the date of reimbursement, arising from the failure to withhold and pay over to the U.S. Internal Revenue Service or the taxing authority of any other jurisdiction any amounts computed, as required by applicable law, with respect to the income or gains allocated to or amounts distributed to the Client with respect to any assets in the Client's Account.

(h) If, for any reason (other than the willful malfeasance or gross negligence of the person that would otherwise be indemnified), the foregoing indemnification is unavailable to, or is insufficient to hold the Indemnified Party harmless, then the Client shall contribute to the

amount paid or payable by the Indemnified Party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Client on the one hand and the Indemnified Parties on the other but also the relative fault of the Client and the Indemnified Parties as well as any relevant equitable considerations.

(i) The reimbursement, indemnity, and contribution obligations of the Client under this Section 11 shall be in addition to any liability that the Client may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the Indemnified Parties.

(j) Notwithstanding the foregoing, nothing contained in this Agreement or any other document shall constitute a waiver by the Client of any of his, her, or its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

(k) The Indemnified Parties will be entitled to rely upon, and will not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document, or other writing believed by them to be genuine and to have been signed or sent by the proper person. The Indemnified Parties may rely upon any statement believed by them in good faith to be made by the proper person and will not incur any liability for relying on any such statement. The Indemnified Parties may consult with legal counsel, auditors, and other experts selected by them in good faith and will not be liable for any action taken or not taken by them in good faith in accordance with the advice of any such legal counsel, auditors, or experts.

## 12. Non-Assignability

Except as provided in this Agreement, this Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that the Adviser may, without the consent of the other Party, assign this Agreement to any affiliate (other than any assignment that constitutes an “assignment” for purposes of Section 205(a)(2) of the Advisers Act). Any consent that is required from the Client under this provision may be presumed provided if the Client does not respond to written notice of an assignment within twenty (20) days of the Adviser providing written notice of an assignment, provided that the Client retains the right to terminate this Agreement within forty-five (45) days after written notice of an assignment without cost. The Adviser shall notify the Client of a change of its ownership that results in a change of control for purposes of the Advisers Act within ten (10) days of any such change.

## 13. Term of Agreement; Termination

(a) This Agreement shall become effective as of the date the Adviser accepts the executed Agreement and shall continue in effect until termination pursuant to this Section 13 (the “Term”). Each effective date of termination shall be referred to as a “Termination Date.”

(b) Client may make withdrawals from the Account at any time by providing written notice to Adviser, stating the amount of funds or securities to be withdrawn and the date of the withdrawal.

(c) Client may terminate its involvement in the Managed Account Services upon 30 days advance written notice to the Adviser at any time. Client may terminate its involvement in



the Managed Account Services without terminating this Agreement or Client's participation in the Financial Planning Services. Upon a termination of the Managed Account Services, Adviser's appointment as agent and attorney-in-fact to act as an investment adviser to the Account with discretionary trading authorization as described in this Agreement shall be effectively revoked.

(d) This Agreement may be terminated by Client or Adviser at any time by providing written notice to the other Party at least 30 days in advance of the Termination Date. The Adviser may terminate this Agreement or suspend this Agreement immediately at any time if necessary for compliance with the law if service providers such as the Custodian are unable to support the Account, or if the Client conducts any actions designed to circumvent the Adviser's processes or controls or otherwise breaches this Agreement. Upon the Termination Date: (i) Adviser's appointment as investment adviser to the Client shall be effectively revoked; (ii) with respect to the Managed Account Services, if any, Adviser's appointment as agent and attorney-in-fact to act as an investment adviser to the Account with discretionary trading authorization as described in this Agreement shall be effectively revoked, and (iii) for the avoidance of doubt, Client's Account with the Custodian shall continue to be maintained by the Custodian under the direction and control of Client pursuant to the terms of Client's agreement with the Custodian.

(e) The Client or the Client's employer, as applicable, will not be charged for terminating this Agreement, although the Client or the Client's employer, as applicable, will be required to pay any outstanding fees and expenses owed to third parties as specified in this Agreement. Following the termination of this Agreement pursuant to this Section 13, Client will retain access to the services set forth in this Agreement through the end of the Client's billing period. The Client authorizes the Adviser to cancel or suspend any pending transaction at the end of the Client's final billing period.

(f) If the Adviser suspends or closes the Account the Adviser will provide the Client with notice of the Adviser's actions unless a court order or other legal process prohibits the Adviser from providing the Client with that notice.

(g) The Sections describing *Fees* (with respect to periods prior to the effective date of the termination), *Expenses* (with respect to periods prior to the effective date of the termination), *Indemnification; Limitation of Liability, Instructions, Confidentiality, Term of Agreement; Termination, Miscellaneous – Notices*, and *Miscellaneous – Governing Law; Venue* shall survive the termination of this Agreement.

#### 14. Adviser Independent Contractor

For all purposes of this Agreement, Adviser shall be deemed to be an independent contractor and shall not otherwise be deemed to be an agent or employee of Client unless explicitly set forth in this Agreement. Nothing contained in this Agreement shall create or constitute Adviser as a member of any partnership, joint venture, association, syndicate, unincorporated business, or other separate entity, nor shall anything contained in this Agreement be deemed to confer on any Party any express, implied, or apparent authority to incur any obligation or liability on behalf of any other Party or person.

#### 15. Confidentiality

Except as required by applicable law or legal process, the Parties agree to preserve

the confidentiality of all material information, including but not limited to information concerning the services and advice provided under this Agreement, information concerning the trading systems, methods, models or strategies used by the Adviser in providing the services described in this Agreement, and information concerning the investments or financial affairs of the other Party, exchanged between them (the “Confidential Information”). Without limiting the foregoing provisions of this Section 15, the Parties agree not to disclose Confidential Information to any other person nor to use any Confidential Information except as provided in this Agreement; *provided* that, Client may provide information regarding investment positions held in the Account and the investment performance of the Account to outside attorneys, auditors, interest holders, administrators, custodians, and authorized employees and agents of Client in the ordinary course of business. Client authorizes Adviser to give a copy of this Agreement to any broker, dealer, or other party to a transaction for the Account, or the Custodian as evidence of Adviser’s limited power of attorney and authority to act on Client’s behalf. In addition, Client grants Adviser authority to discuss, disclose, and provide Client’s confidential information to outside attorneys, auditors, consultants, and any other professional advisers retained by Adviser to assist in the management of this Agreement and Client’s Account. Notwithstanding anything to the contrary above, (i) the Parties may make general references to the nature of the relationship set forth in this Agreement, including in the ordinary course of marketing by Adviser, so long as all Party names and the identity of investment interests in connection with the Account are omitted and (ii) Adviser may use the track record of the Account in a manner consistent with this Section 15, including preserving the confidentiality of all Party names.

#### 16. Instructions

The Adviser may rely and act on any instruction, direction, or communication given by the person executing this Agreement (“Authorized Person”) unless the Adviser has received written notice to the contrary from the Authorized Person. To the extent deemed necessary by the Adviser to carry out Client instructions with respect to a specified investment transaction, the Adviser is authorized by the Client to effect transactions in the Account.

#### 17. Miscellaneous

(a) *Entire Agreement.* This Agreement constitutes the entire agreement among the Parties hereto and supersedes all other agreements and understandings, both written and oral, among the Parties hereto with respect to the subject matter hereof.

(b) *Notice.* All notices and other communications required or permitted hereunder shall be in writing, shall be deemed duly given upon actual receipt, and shall be executed and delivered electronically according to our policies related to e-signature. All notices to the Adviser shall be delivered to the Adviser at: hereforyou@useorigin.com. All notices to the Client shall be sent to the e-mail address provided at the time of account opening or as updated by the Client in writing to the Adviser.

(c) *Conflicts.* In the event of any conflict between this Agreement and the Adviser’s terms and conditions or the provisions of any other agreement, this Agreement shall control and take precedence.

(d) *Further Actions.* Subject to the terms and conditions of this Agreement, the Parties agree to use all commercially reasonable efforts to take or cause to be taken, all action

necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement.

(e) *Invalidity.* This Agreement shall be deemed severable. The invalidity or unenforceability of any of the terms or provisions of this Agreement, or the invalidity or unenforceability of the application thereof to any individual, entity, or circumstance, shall not affect the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, and shall not affect the validity or enforceability of any other terms or provisions of this Agreement. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) *Amendments and Waivers.* This Agreement may be amended by the Adviser from time to time. The Adviser will provide notice of any amendments to the Client through the Dashboard and Client will be deemed to have consented to the amendment if the Client does not terminate this Agreement within 30 days in accordance with Section 13 of this Agreement.

(g) *Counterparts; Signatures.* This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Signatures of the Parties transmitted by email or facsimile shall be deemed to be their original signatures for all purposes.

(h) *Interpretation.* All section headings in this Agreement are for convenience only, do not form part of this Agreement, and will not affect in any way the meaning or interpretation of this Agreement.

(i) *Governing Law; Venue.* This Agreement shall be governed by and construed in accordance with the laws of Delaware applicable to contracts made and performed in Delaware, without regard to conflict of laws principles thereof. Each of the Parties submits to the non-exclusive jurisdiction of the federal and state courts located in Suffolk County, Massachusetts, and each waives any right of immunity to (i) the jurisdiction of any such court, (ii) relief by way of injunction, (iii) attachment of assets (whether before or after judgment), or (iv) execution or enforcement of a judgment of any such courts in a proceeding in the courts of any other jurisdiction.

(j) *Arbitration.* Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, will be determined by arbitration. The arbitration hearing shall be held in Boston, MA. The arbitration will be administered by the Judicial Arbitration and Mediation Services (JAMS) pursuant to its Comprehensive Arbitration Rules and Procedures. Disputes will not be resolved in any other forum or venue. The Parties agree that any arbitration will be conducted by a sole arbitrator who is experienced in dispute resolution regarding the securities industry. Pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no punitive damages will be awarded. Notwithstanding any other rules, no arbitration proceeding brought against the Adviser will be consolidated with any other arbitration proceeding without the Adviser's consent. Judgment may be entered upon any award granted in any arbitration in any court of competent jurisdiction in the county and state in which the Adviser maintains its principal office at the time the award is rendered, or in any other court having jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of

the prevailing party, against the party who did not prevail.

THE CLIENT IS SOLELY RESPONSIBLE FOR CAREFULLY READING, UNDERSTANDING, AND ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE ENTERING AN ELECTRONIC SIGNATURE. IF THE CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT CLIENT WILL ADDRESS THEM WITH THE ADVISER BEFORE AGREEING TO IT.

CLIENT UNDERSTANDS THAT ELECTRONIC ACKNOWLEDGEMENT IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

## EXHIBIT A

### FEES AND EXPENSES

Below are the Adviser's standard fees for each tier of service. Each Client's individual fees are set forth on the monthly invoice provided to the Client.

Managed Account Subscription Tier	Fee Amount
Lite	Free
Origin	\$9.99/month - \$12.99/month
Premium	\$5.00 PEPM - \$7.50 PEPM

Financial Planning Services	Fee Amount
CFP Sessions	\$50.00/session - \$119.00/session

The Custodian will charge each Client that opens an account a monthly administrative fee of \$0.50 per Account per month. All other fees and expenses of the Custodian will be provided to the Client when the Client enters into the Custodian's account opening documents.