

Investment Advisory Agreement

You (“**you**” or “**Client**”) and Koin Capital Inc., a Delaware corporation and a provider of algorithms-based investment advisory services (“**Koin**”), agree to enter into this investment advisory agreement (the “**Advisory Agreement**”), which becomes effective when you electronically sign the Advisory Agreement.

If Client is unwilling to be bound by the terms and conditions of this Advisory Agreement, Client will not submit an application to become a Client and open an account. In addition, Koin reserves the right to decline any application to open, or to terminate, an account at any time and for any reason, in its sole discretion.

By entering into this Advisory Agreement, Client acknowledges receipt of the Koin Privacy Policy (the “**Privacy Policy**”), Part 2A and Part 3 (Customer Relationship Summary) of Koin’s Form ADV (the “**Brochure**”), and the Terms and Conditions Agreement (the “**Terms and Conditions**”), and collectively with the Privacy Policy, the Brochure, and the Advisory Agreement, the “**Koin Agreements**”). The Koin Agreements are available on the Koin website. Koin reserves the right to modify or terminate the Koin Agreements, including this Advisory Agreement, at any time, provided that Koin will give you prompt notifications of the modifications and if you do not agree to the modifications, you may terminate the services (see “Termination of Client Advisory Relationship” below). Up-to-date information about the services contemplated by this Advisory Agreement will be provided via the Platform. Client agrees to electronic delivery of the Koin Agreements via the Platform. Client agrees to consult the Advisory Agreement information on the Platform regularly. YOU ACKNOWLEDGE AND AGREE THAT ALL THE KOIN AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT.

Program

Koin provides algorithm-based, non-discretionary advisory services to retail investors exclusively through a mobile application developed, owned and maintained by Koin (the “**App Platform**”). The App Platform provides clients with investment recommendations generated by Koin’s proprietary artificial intelligence algorithms. Koin’s algorithms employ machine learning methods to analyze various financial factors and market movements and generate investment recommendations. Currently, all our investment recommendations are limited to the selection of stocks traded on a U.S. national stock exchange. There are a finite number of individual stocks that Koin’s algorithms may suggest to our clients for their potential investments (See “Stock List” below.)

Koin currently provides the following categories of algorithm-based investment advisory services through its App Platform:

- *Provision of Stock List.* Koin’s algorithms categorize the stocks listed on the U.S. national stock exchanges according to one of the eleven sectors identified by the Global Industry Classification Standard (GICS), an industry taxonomy developed by MSCI and Standard & Poor’s for use by the global financial community. Our algorithm will generate a list of stocks that have finished in the top 20% based on risk adjusted returns, or the “**Sharpe Ratio**”, over the past trailing one-year period in each of the eleven GICS sectors (the “**Stock List**”). The Sharpe Ratio is a calculation that balances a stock’s return with such stock’s risk. Each stock in the stock market carries different degrees of risk. The goal of the Sharpe Ratio is to take into account the different degrees of risk each stock has when comparing their returns. The purpose of this ratio is to help investors determine whether the risk taken was worth the reward received. If two or more stocks delivered the same returns over a given time period, the one that has the lowest risk will have a better risk adjusted return. Stock List which will be refreshed on a calendar semi-annual basis (i.e. on June 30th and December 31st). The Stock List is made available to all of our clients through the App Platform. If a client so wishes, such client can invest in any stock on the Stock List.

- *Base Portfolio Recommendation.* When a client signs up for Koin’s services, the client is required to complete a questionnaire in the App Platform that aids Koin’s algorithms in developing a good understanding of such client’s investment objectives. Koin initially asks each client to provide his or her annual income, savings, net worth, employments status, investment experience, and risk tolerance. Collecting such information allows Koin’s algorithms to determine a suitable investment portfolio for such client. In “Base Portfolio Recommendation”, Koin has a second questionnaire in the App Platform that requires each client to pick their risk tolerance and investment preferences from a list of choices. Each client is asked to identify (i) his or her personal risk tolerance by selecting one of the three options: “Aggressive,” “Moderate,” and “Conservative,” and (ii) their preferred portfolio focus area out of several options (such as “Technology Stocks”, “Cyclical Stocks”, “Defensive Stocks”, etc.). Based on the information Koin collects from each individual through the two questionnaires, the algorithms propose a customized investment portfolio and determine the appropriate weighting of sector or sectors of stocks in such customized portfolio (the “**Proposed Portfolio**”).

Stocks in a Proposed Portfolio will consist solely of those on the Stock List. The Proposed Portfolio is made available to all of our clients through the App Platform. The client has the sole discretion to make the ultimate decision regarding whether to invest in any Proposed Portfolio. Koin’s algorithms generate an updated Proposed Portfolio on the first day of each quarter for each client based on the information such client has provided, new financial data, and other factors. Our App Platform alerts clients of the changes that Koin’s algorithms have recommended, both in proposed dollar amount changes and proposed percentage weighting changes. Clients may accept or decline the updated Proposed Portfolio in their sole discretion.

- *Individual Stock Recommendations.* Our App Platform provides to clients who subscribed for our premium service ongoing recommendations on individual stock selections. Koin’s algorithms will analyze the potential investment value of the stocks in the Stock List and generate a list of twenty stocks with the most potential investment value and twenty stocks with the least potential investment value (the “**Focus Stocks**”). Koin’s algorithms will generate such Focus Stocks once per trading day and at the beginning of each trading day. The client has complete discretion with respect to whether it would purchase or sell any Focus Stocks.

Koin's algorithms monitor client accounts. Each client will have the option to enable notifications when the price movement in such client's portfolio exceeds a certain percentage. Each client is given the option to choose a threshold (1%, 2%, 3%, 4%, or 5%+) for daily portfolio percentage movement that triggers notifications or choose to receive no notifications at all. If a client chooses to receive price movement notification, when a threshold for price movement notification is triggered, the App Platform will alert such client.

Investment Strategy

Koin provides fully automated, algorithm-driven advisory services to retail investors exclusively through the App. All of Koin's investment recommendations are generated by algorithms. Given the nature of Koin's advisory services, we do not interact directly with clients in person, over the phone, in live chat, or in any other manner with respect to the services Koin provide.

All of Koin's investment recommendations will be limited to stocks on the Stock List, which consists of only the 20% top performing stocks based on risk adjusted returns (which is a calculation that balances a stock's return with such stock's risk) as analyzed by Koin's algorithms over the past trailing one-year period in each of the eleven GICS sectors. Koin update the Stock List on a semi-annual basis. The Stock List is made available to all Koin's clients through the App Platform. If a client so wishes, the client can invest in any stock on the Stock List.

Based on a client's annual income, savings, net worth, employments status, investment experience, risk tolerance, and preferred portfolio focus collected from client through the App Platform, Koin's algorithms generate a Proposed Portfolio for such client, reflecting weighting of stocks that we believe is most consistent with the client's goals. The Proposed Portfolio establishes the target investment allocations. In order to begin the investment process, Client must approve the Proposed Portfolio (the "**Approved Portfolio**"). Koin's recommendations will not be based on any assets or liabilities outside the Approved Portfolio (Koin will not take a Client's other assets into consideration for its assessment of diversification of Client's assets). Koin will not accept Client's legacy investments from another investment account. You are not obligated to approve the Proposed Portfolio to be your Approved Portfolio. However, except as noted below, Client can only approve or refuse a Proposed Portfolio.

You acknowledge and agree that you are solely responsible for the approval of the Proposed Portfolio. Koin shall not have authority or discretion to approve any Proposed Portfolio for you. You further acknowledge and agree that it is your responsibility to review and carefully consider the information available on the App about the Proposed Portfolio, and the constituent stocks, before approving your Proposed Portfolio.

You acknowledge that the Proposed Portfolio recommended by Koin as meeting your preferred focus and risk tolerance is based on the Information you provide, and the investment advisory methodology used in developing the Proposed Portfolio. However, you agree that there is no

guarantee, representation, warranty, or covenant that the Proposed Portfolio will perform better over any time period than any other investment.

Once you approve a Proposed Portfolio, your Account will be invested in the underlying securities that are the same as, or are similar to, the proposed allocations of your Approved Portfolio. Koin's algorithms generate an updated Proposed Portfolio each quarter for each client based on the information such client has provided, new financial data, and other factors. The client can choose to update their portfolio. As a result, Koin may buy and sell certain stocks to bring Approved Portfolio in line with the target allocations.

In addition, clients may subscribe to Koin's premium service to access the list of Focus Stocks recommended by the algorithms. Koin's Focus Stocks consist of twenty stocks from the Stock List that the algorithms determine as having the most potential investment value and twenty stocks the algorithms determine as having the least potential investment value. The algorithms determine the list of the Focus Stocks by choosing the 20 stocks with the highest and lowest ranking of predicted returns generated by the best performing algorithm over the past training periods.

Koin currently offers only non-discretionary advisory services. Clients are free to accept or reject any of recommendations and are not obligated to make any investment according to the recommendations.

Koin does not take in to account individual tax, market or legal circumstances. Clients must consult with a tax or legal professional for such information.

Trade Execution, Account Maintenance, and Asset Custody

Client agrees to delegate to Koin the selection of service providers for brokerage and custody services. Koin has entered into an agreement with DriveWealth, LLC ("**DriveWealth**") to provide and/or arrange broker-dealer and custodial services for Koin Accounts. As part of the Account opening process, Client will enter into a separate brokerage agreement with DriveWealth (the "**Brokerage Agreement**") electronically as part of the Koin Account opening process. A detailed description of fees of, and services provided and/or arranged by, DriveWealth are set out in the Brokerage Agreement.

All trades on our App Platform will be directly placed by clients with DriveWealth. Koin does not receive payment for order flow related to trade orders. The DriveWealth is ultimately responsible for trade confirmations and Client statements. Koin will independently confirm that the information found in DriveWealth Client statements matches information in Koin's internal database.

Investments will be denominated primarily in U.S. dollars for simplicity and ease of understanding by Clients.

By entering into the Agreements and participating in the Program, you authorize and instruct Koin to use DriveWealth to maintain your Account and to handle trade orders.

Timing of Orders

Client understands that the trade orders for the execution of transactions in the Account generally will not be placed outside of regular trading hours and any orders initiated in response to allocation changes or Client deposits or withdrawals received outside of trading hours may not be placed before 10:00 AM on the next business day. Client further understands that orders arising from allocation changes approximately thirty minutes before the close of any market session generally will be stopped. Orders associated with deposit and withdrawal requests generally will be continuously placed until market close. Client understands and agrees that neither Koin nor DriveWealth shall be held responsible for any losses or other consequences that result from DriveWealth's timing of or other determinations for placing or executing Orders.

Linked Account

Koin enables cost-effective money transfers by Client via Automatic Clearing House ("ACH") deposits and withdrawals from the bank accounts selected by Client.

When Client opens an Account, Client designates a Client bank account in the App (the "**Linked Account**") to link deposits and withdrawals to or from the Account. To establish or change the Linked Account, Client will comply with applicable procedures within the App. Koin may place reasonable restrictions on the frequency with which Client changes the Linked Account. You expressly authorize Koin and DriveWealth to retrieve your Linked Account information, including the related routing numbers, as well as your current Linked Account balance and certain transaction history ("**Account Information**"). Koin and DriveWealth will not store your username and password for your Linked Account. When you signing up for a Koin Account, you acknowledge and agree that the information you provide to Koin will be treated by Koin and DriveWealth in accordance with their respective privacy policy.

Deposits, Withdrawals

At any time, Client may enter instructions with Koin to make cash deposits or withdrawals to or from the Account from or to the Linked Account by taking appropriate action via the App. Client understands and agrees that the deposits and withdrawals to or from the Account will be conducted in cash via ACH transactions. Client understands and agrees that ACH transactions are subject to processing delays which may last up to five business days or longer and cash transferred may not be credited to the Account or the Linked Account, as applicable, or otherwise available to Client during processing. Client deposits must remain in a Client's account for a minimum of five (5) business days after the funds clear prior to being able to withdraw. Other restrictions may apply if fraud or other potential anti-money laundering

concerns are raised. Koin and DriveWealth reserve the right to require that Client make requests for withdrawals from the Account in writing.

Client may alternatively request transfer of holdings to a different account with Koin or to a broker-dealer other than DriveWealth by submitting a request to Koin and DriveWealth in a form determined by DriveWealth. Certain holdings held in the Account may not be accepted by another broker-dealer. Koin and DriveWealth may determine to cancel this Advisory Agreement and the Brokerage Agreement as a result of a request to transfer holdings to another broker-dealer. Client understands that such transfer of holdings may result in additional charges to the Client. Koin and DriveWealth reserve the right to refuse to transfer holdings to another broker dealer account for any reason. Client understands that the holdings in the Account would have to be liquidated which may entail tax consequences for the Client.

Some of your investments may be made in fractional shares. If your account is closed for any reason and you are permitted to transfer your securities to another firm based on your agreement with DriveWealth, the fractional shares held in your account will need to be liquidated. Liquidation of fractional shares may result in additional charges.

The termination of DriveWealth relationship may automatically terminate this Advisory Agreement.

Client may enter instructions with Koin to withdraw cash, excluding fees or expenses that are due or will be due as a result of such withdrawal. It is Client's responsibility to ensure that instructions are accurate before requesting that Koin or DriveWealth initiate and execute ACH disbursements. Koin or DriveWealth may in their discretion attempt to abide by a subsequent request to modify instructions but are not obligated to do so. Client agrees to indemnify and hold Koin, DriveWealth, and their respective affiliates, harmless from any losses arising out of, or relating to, an attempt to amend or cancel a withdrawal request. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client, and Client agrees to indemnify and hold Koin, DriveWealth, and their respective affiliates harmless from any losses arising out of, or relating to, any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

Risk Considerations

Clients are strongly encouraged to conduct their own analysis and to consider their own individual circumstances, investment goals, risk tolerance and needs prior to investing in a Proposed Portfolio or any individual stocks recommended. The fact that a Proposed Portfolio and individual stocks recommended by Koin cannot be interpreted as a guarantee of future performance. Koin cannot assure Clients that they can achieve their investment goals, their investment strategies will prove successful or that Clients will not lose all or part of their investment. Client should read Section B (Risk of Loss) of Item 8 in our Form ADV, Part 2A, which is available at our website.

Rebalancing and Dividend Reinvestments

Koin's algorithms generate an updated Proposed Portfolio each quarter for each client based on the information such client has provided, new financial data, and other factors. You can choose to approve the updated Proposed Portfolio to authorize Koin to conduct rebalancing of holdings in your Account (each a "**Rebalancing**"). Rebalancing can only be initiated in the event the updated proposed portfolio is approved by the client. Client understands and agrees that such transactions may affect the market value of the portfolio and may also have tax consequences.

Koin will use an automated method to calculate the purchases and sales for each Rebalancing based on automated analysis of your Account holdings relative to your Approved Portfolio. The algorithm will cause the holdings in your Account to replicate your Approved Portfolio more closely after settlement of the purchases and sales that comprise the Rebalancing than before settlement of such purchases and sales.

Koin does not conduct reinvestments of dividends ("**Reinvestments**") on your behalf after receipt in your Account of dividends on stock shares you own in your Account.

Notwithstanding anything to the contrary in any of the Agreements or elsewhere, you agree that Koin shall be under no duty to conduct, and makes no guarantee that it will conduct, any Rebalancing or Reinvestment at any particular time or a purchase or sale for Rebalancing of any stock shares in any particular amount.

Standard of Care

We will use our good faith judgment and efforts in providing services to you pursuant to this Agreement. Certain inherent risks and potential losses are always present when investing. If losses do occur, we, our affiliates and our respective employees and agents will not be liable for:

- losses or expense arising out of, or attributable to:
 - your direction in connection with your Account,
 - your omission or misstatement of information, including Client Information, furnished to us, and
 - any written materials not prepared by us.
- any act or failure to act by us, our affiliates and our respective employees and agents that does not constitute negligence, misconduct or violation of law. **These limitations do not constitute a waiver or limitation of any rights accorded to you under state or federal laws for advisory services rendered under this Agreement.**
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Investment Advice – Electronic Delivery

You acknowledge and agree that Koin will not provide investment advice other than the investment advice described in this Advisory Agreement and will not provide to you investment advice separate from the Program. You agree that Koin will provide to you investment advice and deliver the Program solely electronically in accordance with the terms of this Advisory Agreement. You acknowledge that Koin will not provide to you investment advice in person, over the phone, or in any other form other than information available through the Program.

Service Not Available Outside the United States or to Non-Resident Aliens

The Program is not being offered to, and is generally not available to, anyone residing outside the 50 U.S. states, including U.S. citizens residing or working abroad. Koin makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Platform's content and the Program, or its compliance with such local laws. Client agrees to terminate this Advisory Agreement upon a change in residency that would make client ineligible to receive the advisory services provided under the Program. The Program is not offered to non-resident aliens who require a Form W-8 for tax-withholding. Client's inability to access the Platform in certain foreign countries could result in Client's inability to access the services provided through the Program, the Account, or to provide information and preferences regarding the Account. Client agrees to indemnify and hold Koin, DriveWealth, and their respective affiliates harmless from and against any and all losses arising out of, relating to, or incurred as a result of, the unavailability of the Platform from foreign countries.

Method of Communication

Client understands and agrees that the primary method of Koin's communications with Client in connection with the Program will be by posting or updating information on the Platform and, to the extent required by law, sending Client a notice that directs Client to the Platform from which the information can be read and printed. Client understands that Koin reserves the right, however, to post Account related communications on the Platform without providing notice to Client, send Account related communications to Client's postal or e-mail address of record, or to another method of communication provided by Client. Client agrees to check the Platform regularly for information. Client agrees that all Account related communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by Koin or its affiliates, regardless of whether Client actually or timely receives or accesses the Account related communications.

Power of Attorney

Client appoints Koin to manage the Account on a non-discretionary basis and shall manage the Account by issuing Orders to DriveWealth to cause the Account to purchase and sell securities pursuant to the terms of the Advisory Agreement.

Access Interruptions

Client understands that neither Koin nor DriveWealth guarantee that access to the Platform and Account management via the App will be available all the time. Koin and DriveWealth reserve the right to suspend access to the Program without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Platform, and the Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Koin's and DriveWealth's ability to communicate with DriveWealth, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that neither Koin nor DriveWealth will be liable to Client for any losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

Limitation

Client understands and agrees that Client is responsible for all losses arising from or related to the Account. Except for negligence or malfeasance or violation of applicable law, Client agrees that Koin and DriveWealth, and their respective affiliates, officers and employees, shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws. In addition, it is possible that Client or Koin itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Koin's software-based financial advisory service. Koin and its representatives are not responsible to any Client for losses unless caused by Koin breaching its fiduciary duty.

Program Fees

Koin provides access to the Program for (i) a flat monthly fee of \$4.99 for basic subscriptions or (ii) \$9.99 for premium subscriptions (the "**Subscription Fees**"). A client with a basic subscription will receive recommendations of Proposed Portfolio and our Stock List, but not lists of Focus Stocks. A client with a premium subscription receives all services. The Subscription Fee will be charged monthly in advance, commencing on the date of the account opening and thereafter upon each monthly anniversary of the account opening. We will debit the Subscription Fee directly from a client's bank account linked to our App Platform.

You agree to pay the Subscription Fees in accordance with the Advisory Agreement. You acknowledge that the Subscription Fees may change from time to time and updated information on Subscription Fees will be available on the Platform.

We currently do not have a “wrap fee” program, and clients will be responsible for fees charged by the broker-dealer(s) selected by us for executing trades based on our recommendations. We do not receive any portion of such fees.

A detailed description of fees can be found on the App and on our website at Koin.ai.

Authorization of Fee Deduction

PREAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR LINKED ACCOUNT: By clicking “**I agree**” to enter into this Advisory Agreement, you authorize Koin, , for the entire period in which your Account is subject to Subscription Fees under this Advisory Agreement, to process a recurring ACH debit from your Linked Account. Any ACH debit you preauthorize per the preceding sentence will result in an electronic funds transfer from your Linked Account to Koin to pay the Subscription Fees. Koin may charge a fee if your ACH debit fails due to insufficient funds in your Linked Account.

Service Providers

Various features of the Program are offered or processed through service providers, which may be unaffiliated companies, or affiliates of Koin. Unless otherwise noted, all authority granted to or limitations of liability of Koin shall include its agents and representatives and any service provider, Client authorizes Koin and its agents and its affiliates acting on behalf of Koin under this Advisory Agreement to perform the services contemplated by this Advisory Agreement.

Privacy

You acknowledge receipt of the Privacy Policy, which Koin may amend from time to time by posting updated versions on the Platform. You consent to Koin recording your telephone calls and your electronic communications with representatives and affiliated persons of Koin without further notice. You expressly authorize Koin representatives or associated persons to contact you for purposes of evaluating and offering the Program, and other products and services by calling, writing, or emailing at the telephone number(s), mailing address, and/or email address(es) you provide in connection with your Account, including any additional or updated telephone numbers, mailing addresses, or email addresses. The authorization in the preceding sentence will remain in effect unless and until you specifically revoke it by notifying Koin at info@Koin.ai.

Assignment

Koin shall not assign its rights or obligations under this Advisory Agreement or the Program without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 60 calendar days of being notified through the Platform or by email of any intent of Koin to assign such rights or obligations.

Applicable Law

This Agreement and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Dispute Resolution

YOU ACKNOWLEDGE AND AGREE THAT ALL THE KOIN AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE BELOW.

Binding Arbitration

In the event of a dispute relating to these terms and conditions of the Koin Agreements, arbitration shall be conducted by and submitted to a single arbitrator (“**Arbitrator**”) pursuant to current JAMS Comprehensive Arbitration Rules and Procedures where appropriate. The Arbitrator’s award may be entered in any court having jurisdiction. The Arbitrator shall be authorized to award compensatory damages but shall NOT be authorized to award non-economic damages such as for emotional distress or suffering or punitive or indirect, incidental or consequential damages. Each party is responsible for their attorneys’ costs arising out of the arbitration and shall pay an equal share of the fees and costs of the Arbitrator and JAMS. The Arbitrator shall issue a written statement of the decision describing the factual findings and conclusions on which the award is based, including the calculation of any damages awarded.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between Koin and you individually. To the full extent permitted by law, (1) no arbitration or proceeding shall be joined with any other, (2) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to use class action procedures, and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against Koin only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Review of Accounts

Koin's App investment tools are intended for Clients' use in order for Clients to review their Account and better understand their holdings and investment performance. Generally, Koin personnel oversee the implementation of, and modifications to, the algorithm but do not monitor individual Client Accounts. There may be circumstances when certain investment activity and Account settings will trigger individual review of certain Client Accounts. Client accounts are monitored by the algorithms. When opening an account with Koin, a client will be asked if such client wants to get notification when the daily price movement in client's portfolio exceeds certain percentage. A client has the option to choose to receive such notifications or no notifications. If a client chooses to receive such notifications, such client will be asked to choose a certain percentage (1%, 2%, 3%, 4%, or 5%+) in price movement that triggers such notifications. When a threshold for price movement notification is triggered, the App Platform will send a notification to the client.

Clients are directed to update their Client Information on the App whenever information about their risk tolerance, investment preference, or other information that could bear on how their Account is managed changes in a meaningful way. We would expect that Clients review their Client Information at least annually for this purpose. As part of this update, Clients should review and carefully consider the information available on the App.

Termination of Client Advisory Relationship

The Advisory Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Advisory Agreement.

Upon termination of the Advisory Agreement, any unpaid fees earned by Koin will be due and payable. The last monthly Subscription Fee paid in advance by the Client will not be prorated upon termination.

The Client has the right to terminate the Advisory Agreement without penalty within five business days after entering into the Advisory Agreement; provided, however, that the first monthly fee payment covers additional on-boarding expenses incurred by Koin for new clients is not refundable.

Proxies – Voting Client Securities

Koin does not accept authority to vote any shares of Client securities. Accordingly, Client is responsible for voting for all shares relating to the securities in the Account. Client agrees that voting such shares in the Account is Client's sole responsibility.

Tax Advice

Koin does not purport to provide any tax advice to Client. Client should seek the advice of a third-party qualified tax advisor in connection with the Account to discuss tax-related concerns.

Legal Proceedings

Koin shall not have any duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, the Account.

Services and Terms Subject to Change

All Koin services, policies, agreements and terms of use may be revised and updated periodically, in which case related information and Agreements will be updated and made available on the Platform to reflect any material changes.

CLIENT ACKNOWLEDGES AND AGREES THAT ALL THE KOIN AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT. CLIENT UNDERSTANDS THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY KOIN, WITH REVISED TERMS POSTED ON THE PLATFORM. CLIENT AGREES TO CHECK THE APP AND WEBSITES FOR UPDATES TO THIS ADVISORY AGREEMENT. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN AN ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS ADVISORY AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED ADVISORY AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.