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INVESTMENT ADVISORY AGREEMENT
Amended 9/2/2025

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”). This Agreement shall be effective as of the date of electronic execution by the Client.

WHEREAS, Client wishes to retain Adviser to provide discretionary services (such as, Automated Index Investing) and/or non-discretionary services (such as, Budgeting and Forecasting Tool & Financial Planning Services, Stock Bundles, or Origin AI Advisor), each as described in this Agreement; and

WHEREAS, the Adviser wishes to act as an adviser, pursuant to the Investment Advisers Act of 1940 (the “Advisers Act”) 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

The Adviser provides both discretionary and non-discretionary investment advisory services to Clients. All services are delivered in accordance with the Adviser’s fiduciary obligations under the Advisers Act, and applicable regulatory standards. Each Client’s services will be tailored to their individual investment profile, financial objectives, and reasonable restrictions, as determined through the applicable risk profile questionnaire and other onboarding processes. The Client authorizes the Adviser to provide the following services:

- a. Discretionary Services
 - i. Automated Index Investing

The Adviser provides fully discretionary portfolio management services exclusively

through its Automated Index Investing (“AII”) platform. Before implementation, the Client must complete the AII Risk Profile questionnaire, which gathers information on financial circumstances, investment objectives, risk tolerance, liquidity needs, and time horizon. Based on this data, the Client is assigned to a suitable model portfolio designed under principles of Modern Portfolio Theory, an investment framework that seeks to maximize a portfolio’s expected return for a given level of risk through strategic diversification. Model Portfolios are composed of diversified, index-based investment vehicles, primarily exchange-traded funds (ETFs) and mutual funds. Selection and oversight are rules-based and managed by the Adviser’s Investment Committee in coordination with the Head of Financial Planning. Client assets are held in an account that the Client will open with DriveWealth LLC (the “Custodian”) for these purposes (the “Account”). The Adviser has full discretionary authority to make all investment decisions—asset allocation, security selection, portfolio rebalancing, and other adjustments—without prior Client approval. Model parameters are reviewed and may be updated periodically to maintain performance and strategic alignment. Reasonable Client investment restrictions may be accommodated if operationally feasible within the AII framework. The AII discretionary process is strictly rules-based and does not employ artificial intelligence or machine learning technologies. The Adviser offers no other discretionary investment strategy outside of the AII Model Portfolio structure.

b. Non-Discretionary Services

Under the non-discretionary services, the Adviser provides Clients with investment guidance while the Client retains sole discretion over implementation.

i. Budgeting and Forecasting Tool & Financial Planning Services

The Adviser offers technology-enabled and advisor-assisted financial planning on a non-discretionary basis. The services include budgeting tools, scenario forecasting (e.g., retirement, home purchase, education planning), goal-setting, net worth tracking, and cash flow analysis. The platform can aggregate Client financial data from external accounts via secure third-party connections. Recommendations may be generated through proprietary algorithms and/or consultation with CFP® professionals affiliated with the Adviser. The Client is solely responsible for ensuring the accuracy of all information provided and for implementing any planning advice. Engagement with CFP® professionals is available without sales-based compensation.

ii. Stock Bundles

The Adviser curates thematic stock selection based on objective and rules-based criteria (e.g., market capitalization, liquidity, sector, correlation data) (“Stock Bundles”). Unless combined with an eligible account structure, which is currently exclusively provided by Custodian, that allows execution under applicable rules, these Stock Bundles are for educational, informational, and entertainment purposes only. The Adviser does not provide fiduciary oversight of individual securities selected from Stock Bundles. The Client has sole discretion to buy individual securities that are part of the Stock Bundles either through the Custodian, or a third-party.

iii. Origin AI Advisor

The Adviser offers access to Origin AI Advisor, which provides algorithmically generated insights and recommendations based on Client data, market inputs, and economic assumptions. Origin AI Advisor is provided solely on a non-discretionary basis, meaning that the Adviser does not effect any trades based on outputs from Origin AI Advisor. If Clients opt to use Origin AI Advisor, they are solely responsible for any decisions they make. Clients are encouraged to speak with their additional financial, tax, and other advisers before making any decisions based on outputs from Origin AI Advisor. Origin AI Advisor does not provide any continual monitoring of a Client's information on the Adviser's platform, as clients are responsible for updating this regularly to ensure the AI Advisor has the most current picture of a client's financial situation.

iv. General Service Provisions

All services are rendered subject to the Adviser's fiduciary duty and obligations under the Advisers Act. Non-discretionary services do not include ongoing monitoring unless expressly stated. Clients remain responsible for decisions outside the scope of discretionary authority and are encouraged to seek professional guidance when needed.

3. Limited Power of Attorney

If Client opts into AII, 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 AII 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 AII Portfolios, for purposes of trading assets on behalf of the Client.

b. If Client utilizes AII Portfolios, Client will open and maintain a brokerage account with The Custodian and will designate the Adviser as the discretionary manager of that account. Adviser will have no liability with respect to custodial arrangements or the acts, conduct, or omissions of the 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. If Client purchases one or more securities in the Stock Bundle, Client will open and maintain a brokerage account with The Custodian on a non-discretionary basis. The Custodian 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.

d. For Clients engaging in discretionary investment management services through the Adviser's platform, all brokerage and custodial services are provided by the Custodian. Clients must review and accept The Custodian's separate risk disclosures and account agreements. The Adviser selects mutual funds, ETFs, and other securities for its Model Portfolios based on various factors including costs, performance, and portfolio optimization objectives. Changes to fund selections may trigger additional costs including sales loads, redemption fees, exchange fees, and other expenses. The Custodian is responsible for:

- i. Executing all authorized transactions,
- ii. Safeguarding Client assets, and
- iii. Delivering periodic account statements directly to Clients.

e. The Custodian facilitates the delivery of official account statements at least quarterly, and monthly when activity occurs, in accordance with SEC requirements. Client agrees that it will read and carefully review these custodial statements upon receipt and promptly report any discrepancies. Clients are encouraged to compare the Adviser's website-based summaries with the official custodial statements provided by The Custodian and to contact the Adviser or The Custodian with any concerns or discrepancies.

5. Compensation

a. In consideration for the services rendered pursuant to this Agreement, the Adviser does not assess any asset-based management fees or performance-based fees as defined under the Advisers Act. 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 or annually, as applicable, in advance, for access to the Brokerage 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 or year, as applicable, 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 or year, as applicable. 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 CFP® 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 CFP® 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 services provided by the Custodian, said client will be responsible for all fees charged by the Custodian. The Custodian will charge fees, including maintenance and transaction fees, directly to the Client. All fees charged by the Custodian 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. From time to time, the Adviser may offer promotional campaigns to its Clients. These promotions may include, but are not limited to, reduced fees, higher interest rates, cash compensation, or other incentives. Such promotional campaigns are intended to encourage the use of Adviser's services and may lead to a higher volume of transactions or new account openings. Clients should be aware that these promotions may create a conflict of interest, as they may incentivize the Adviser to recommend actions that result in increased participation in the promotions. The Adviser acknowledges its fiduciary duty to always act in the Client's best interest and will only recommend actions that align with the individual investment needs, objectives, and risk tolerance of the Client, regardless of any promotional offerings. The Adviser will disclose the specific terms and conditions of any promotional campaign to affected clients and will manage any conflicts of interest in accordance with its fiduciary duties and applicable regulations.

f. 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.

g. 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 and Periodic Reports for AII and Stock Bundle Accounts

a. The Client will receive a written confirmation of each transaction in its Account in accordance with applicable law. 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 subsequently updated by the Client in writing to the Adviser. The Client hereby consents to electronic delivery of all such documents.

b. The Adviser provides Clients with portfolio reports, performance summaries, and other account-related information via its website or Client portal. These materials detail portfolio holdings, transactions, and associated fees including management fees, fund expenses, and trading costs. Clients should carefully review all fund-related expenses including sales loads, redemption fees, 12b-1 fees, and expense ratios before approving any model changes. The Adviser will provide detailed disclosure of all such fees and expenses in accordance with Form ADV requirements and applicable securities laws. Clients are encouraged to consult with a financial advisor regarding the tax and cost implications of any significant portfolio modifications. Clients should rely on the official account statements provided by The Custodian for accurate and complete account information.

c. 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.

d. On at least a quarterly basis, the Adviser will prompt the Client to review and, if necessary, update the information regarding the Client's financial situation, investment objectives, and any restrictions on the management of the Account. The Client acknowledges its obligation to promptly notify the Adviser of any material changes to such information. 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.

e. 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.

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”). While investment actions taken for each Other Account may differ from those taken for Client, Adviser will allocate investment opportunities fairly and equitably among all clients in accordance with its fiduciary duties and written allocation policies and procedures. 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 Adviser's Form ADV Part 2A Brochure (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. The Client is solely responsible for reviewing Adviser's Form ADV and is strongly encouraged to review the information and discussion of the risks of the Adviser's advisory programs before making any investment decisions.

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 or bad faith with respect to the Adviser’s obligations under this Agreement.

b. Except as provided in Section 17(i) (Arbitration) and except as otherwise provided by applicable federal or state law, the Adviser shall not be liable to the Client for any loss, cost, expense, or damage arising out of any act or omission by the Adviser, except to the extent such loss, cost, expense, or damage is caused by the Adviser’s negligence, willful misconduct, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any rights the Client may have under federal or state securities laws.

c. The Adviser makes no warranty or guarantee, express or implied, as to the performance or profitability of any recommendations, strategies, or 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 Client understands and agrees that the Account may suffer a loss of principal and that returns, if any, may fluctuate. The value of Account investments may be affected by numerous factors, including, but not limited to, economic and political developments, government regulations, judicial interpretations, interest rates, issuer-specific events, market conditions, sector positioning, cybersecurity risks, technology failures, force majeure events, and other factors. Past performance is not indicative of future results. Nothing in this section shall be construed as a waiver or limitation of any rights the Client may have under applicable federal or state securities laws.

d. Limitation Relating to Termination and Transfer. The Indemnified Parties shall not be responsible for any losses, costs, or expenses (“Losses”) incurred solely as a result of the termination and transfer of the Account in accordance with Section 13, except to the extent such Losses are caused by the Adviser’s negligence, willful misconduct, or violation of applicable federal or state law; *provided, however, that* to the fullest extent permitted by law, and except for losses resulting from the Adviser’s negligence, willful misconduct, or violation of applicable federal or state law, the Indemnified Parties shall not be liable for any consequential, exemplary, indirect, incidental, special, or punitive damages. Nothing in this Agreement shall be construed as a waiver or limitation of any rights the Client may have under applicable federal or state securities laws.

e. To the fullest extent permitted by applicable law, the Client agrees to defend, indemnify, and hold harmless the 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 their respective present and former employees, members, officers, directors, and agents (collectively, the “Adviser Indemnified Persons”), from and against any and all claims, damages, expenses (including reasonable attorney’s fees), losses, and costs sustained by the Adviser Indemnified Persons arising out of or relating to:

- i. any breach by the Client of this Agreement;
- ii. any misrepresentation or omission of material fact made by the Client;
or
- iii. any action or inaction by the Client that is inconsistent with the Adviser’s recommendations or instructions.

The Client shall have no obligation to indemnify any Indemnified Person to the extent such claims, damages, expenses, losses, or costs are determined by a court of competent jurisdiction or through arbitration to have resulted from the Adviser’s or such person’s negligence, willful misconduct, breach of fiduciary duty, or violation of applicable federal or state law. Nothing in this Agreement shall be construed as a waiver or limitation of any rights the Client may have under applicable federal or state securities laws.

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 misconduct, gross negligence, breach of fiduciary duty, or bad faith of the person that would otherwise be indemnified), the foregoing indemnification is unavailable to, or is insufficient to hold the applicable Indemnified Person harmless, then the Client shall contribute to the amount paid or payable by such Indemnified Person as a result of such loss, claim, damage, or liability, but only to the extent such loss, claim, damage, or liability is caused by or results from the acts or omissions of the Client. In determining the appropriate allocation of responsibility, the parties shall consider the relative benefits received by the Client and the Indemnified Persons, the relative fault of the Client and the Indemnified Persons, and any other relevant equitable considerations. Nothing in this section shall be construed as a waiver or limitation of any rights the Client may have under applicable federal or state securities laws.

i. 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 that they reasonably and in good faith believe to be genuine and to

have been signed or sent by the proper person. The Indemnified Parties may rely upon any statement that they reasonably and in good faith believe 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 omitted in good faith reliance upon the advice of any such legal counsel, auditors, or experts, provided that nothing in this section shall be construed to waive or limit any rights the Client may have under applicable federal or state securities laws, or to limit the liability of any Indemnified Party for its own negligence, willful misconduct, or breach of fiduciary duty.

12. Non-Assignability

a. Except as otherwise provided in this Agreement, neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that the Adviser may, without the Client's consent, assign this Agreement to any affiliate of the Adviser, so long as such assignment does not constitute an "assignment" as that term is defined in Section 202(a)(1) of the Advisers Act or otherwise require client consent under Section 205(a)(2) of the Advisers Act.

b. If an assignment requiring Client consent under the Advisers Act is proposed, the Adviser will provide the Client with advance written notice describing the assignment, the identity of the proposed assignee, and the Client's right to consent or withhold consent. The Client's written consent will be required, except that consent may be deemed given if the Client does not object in writing within twenty (20) days after receipt of such notice, provided that (a) the notice clearly describes the Client's right to withhold consent and (b) the Client retains the unconditional right to terminate this Agreement without penalty within thirty (30) days after the effective date of the assignment.

c. The Adviser shall notify the Client in writing of any change of ownership that results in a change of control, as defined under the Advisers Act, within ten (10) days after such change. Nothing in this section shall be construed to waive or limit any rights the Client may have under applicable federal or state securities laws.

13. Term of Agreement; Termination

a. Term of Agreement. This Agreement shall become effective on the date the Adviser accepts the executed Agreement, whether by countersignature, electronic confirmation, or commencement of advisory services, and shall continue in effect until terminated in accordance with this Section 13 (the "Term"). Each effective date of termination shall be referred to as a "Termination Date."

b. Client Withdrawals. The Client may withdraw funds or securities from the Account at any time by providing written notice to the Adviser specifying the amount to be withdrawn and the requested withdrawal date. All withdrawals will be effected in accordance with the procedures of the Account's Custodian, and may be subject to the Custodian's own processing, settlement, or notice requirements. The Adviser shall not be responsible for delays, restrictions, or settlement requirements imposed by the Custodian, provided the Adviser promptly and in good faith transmits the Client's instructions to the Custodian.

c. Client may terminate its involvement in either AII or Stock Bundles upon

30 days advance written notice to the Adviser at any time. Client may terminate its involvement in the AII or Stock Bundle services without terminating this Agreement or Client's participation in any other services provided by the Adviser. Upon a termination of either AII, 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 subject to the additional terms and conditions contained in Section 14(b).

d. This Agreement may be terminated by either the Client or the Adviser at any time by providing at least thirty (30) days' advance written notice to the other Party (the effective date of such termination being the "Termination Date"). Notwithstanding the foregoing, the Adviser may terminate or suspend this Agreement immediately upon written notice to the Client if: such action is necessary to comply with applicable law or regulatory requirements; service providers, including the Custodian, are unable or unwilling to support the Account; the Client engages in conduct designed to circumvent the Adviser's operational processes or controls; or the Client otherwise materially breaches this Agreement.

e. Upon the Termination Date: the Adviser's appointment as investment adviser to the Client shall be automatically and effectively revoked; with respect to any Brokerage Services, the Adviser's appointment as agent and attorney-in-fact to act as an investment adviser to the Account with discretionary trading authority, as described in this Agreement, shall be automatically and effectively revoked; and for the avoidance of doubt, the Client's Account with the Custodian shall continue to be maintained by the Custodian under the Client's sole direction and control in accordance with the terms of the Client's separate agreement with the Custodian.

f. 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.

g. 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.

h. 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, the Adviser shall be deemed to be an independent contractor and, in performing the services contemplated herein, shall act as a

fiduciary to the Client under applicable federal and state securities laws. Except as expressly provided in this Agreement, the Adviser shall not be deemed to be an agent, representative, or employee of the Client. Nothing in this Agreement shall be construed to create or constitute the Adviser as a member of any partnership, joint venture, association, syndicate, unincorporated business, or other separate entity with the Client, nor to confer upon any Party any express, implied, or apparent authority to bind or obligate any other Party or person in any manner, except as expressly set forth in this Agreement.

15. Confidentiality

Except as required by applicable law, regulation, or legal process, each Party agrees to preserve the confidentiality of all material non-public information exchanged between them (“Confidential Information”), including, without limitation: (i) information concerning the services and advice provided under this Agreement; (ii) information regarding the trading systems, methods, models, or strategies used by the Adviser; and (iii) information regarding the investments or financial affairs of the other Party.

a. **Restrictions on Use and Disclosure.** Except as otherwise provided in this Agreement, neither Party shall disclose Confidential Information to any person, nor use Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement, without the prior written consent of the other Party.

b. **Permitted Client Disclosures.** The Client may provide information regarding investment positions held in the Account and the investment performance of the Account to the Client’s outside attorneys, auditors, interest holders, administrators, custodians, and authorized employees or agents, in the ordinary course of business.

c. **Permitted Adviser Disclosures.** The Client authorizes the Adviser to: (1) provide a copy of this Agreement, or relevant portions thereof, to any broker, dealer, counterparty, custodian, or other party to a transaction for the Account, as evidence of the Adviser’s limited power of attorney and authority to act on the Client’s behalf, provided such disclosure is (i) necessary for the performance of services under this Agreement, and (ii) subject to such parties maintaining confidentiality pursuant to written confidentiality agreements; and, (2) disclose and provide the Client’s Confidential Information to the Adviser’s outside attorneys, auditors, consultants, and other professional advisers retained by the Adviser to assist in the performance of services under this Agreement and the management of the Client’s Account, subject to those advisers’ written confidentiality obligations.

d. **General References and Track Record Use.** Notwithstanding the foregoing, (i) the Parties may make general references to the existence and nature of the relationship established under this Agreement, including in the ordinary course of marketing by the Adviser, so long as the names of the Parties and the identity of investment interests in the Account are omitted; and (ii) the Adviser may use the Account’s performance history or “track record” in a manner consistent with this Section 15, provided the confidentiality of all Party names and any other identifying information is maintained.

16. Instructions

The Adviser may rely and act on any instruction, direction, or communication reasonably believed to be given by the person executing this Agreement (“Authorized Person”) unless the Adviser has received written notice to the contrary from the Authorized Person. The Adviser shall not be liable for acting upon any such instruction, direction, or communication believed to be genuine and to have been signed or communicated by the proper 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 upon providing at least 30 days' prior written notice to the Client through the Dashboard. Unless the Client terminates this Agreement in accordance with Section 13 prior to the effective date of such amendment, the Client will be deemed to have consented to such amendment. Material amendments affecting fees, services, or other substantive provisions shall require affirmative Client consent.

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 Florida, without regard to conflict of laws principles thereof. Each of the Parties submits to the exclusive jurisdiction of the United States Federal District Court for the Middle District of Florida 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. *Mandatory 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), shall be resolved exclusively by binding arbitration. The arbitration shall be administered by Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures then in effect, except as modified herein.

i. *Venue.* The arbitration hearing shall be held in Sarasota, Florida, unless otherwise mutually agreed in writing by the Parties; provided, that any change of venue shall not impose an unreasonable burden or expense upon the Adviser.

ii. *Arbitrator.* The arbitration shall be conducted by a sole arbitrator who is experienced in resolving disputes involving the securities industry.

iii. *Procedural Matters.*

(a) Pre-arbitration discovery shall be limited to the fullest extent permitted under the JAMS rules; and

(b) The arbitration award shall not include factual findings or conclusions of law, and no punitive damages shall be awarded.

iv. *No arbitration proceeding brought against the Adviser shall be consolidated with any other arbitration proceeding without the Adviser’s prior written consent.*

v. *Finality; Judicial Enforcement.* The Client understands and agrees that:

(a) arbitration is final and binding on the Parties;

(b) the Parties are waiving their right to seek remedies in court, including the right to a jury trial;

- (c) pre-arbitration discovery is generally more limited than and different from court proceedings;
- (d) 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 the award is strictly limited; and
- (e) disputes will not be resolved in any other forum or venue.

vi. Entry of Judgment. Judgment upon any award rendered by the arbitrator may be entered 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.

vii. Allocation of Costs. In the arbitration award, the arbitrator shall allocate all costs of the arbitration — including the arbitrator's fees and the reasonable attorneys' fees of the prevailing Party — against the non-prevailing Party, unless such allocation is prohibited by applicable law.

viii. Preservation of Rights. Nothing in this Section shall be construed as a waiver or limitation of any rights the Client may have under applicable U.S. federal securities laws or any other laws whose applicability may not be contractually waived.

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. The Adviser reserves the right to negotiate fees on a client-by-client basis and to modify its fee schedule upon prior notice to Clients as described in this Agreement. The specific manner in which fees are charged and calculated is described in the Client's invoice. All fees are due and payable in advance on a monthly basis unless otherwise specified in writing.

| Brokerage Subscription Tier | Monthly Fee Amount | Annual Fee Amount |
|-----------------------------------|--|-------------------|
| Lite | Free | Free |
| Origin | \$9.99/month to \$12.99/month | \$99/year |
| Premium | \$5.00 to \$7.50 per employee per month ("PEPM") | N/A |

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

In addition to the above fees, the Custodian will charge each Client, regardless of account type or service level, a monthly administrative fee of \$0.50 per Account per month (the "Administrative Fee"). The Administrative Fee is separate from and in addition to any other fees charged by the Custodian. A complete schedule of all other fees and expenses of the Custodian will be provided to the Client prior to account opening and is available upon request.