



**WEALTHMEUP ADVISORS LLC  
INVESTMENT ADVISORY AGREEMENT**

**Last Updated: April 2, 2025**

This investment advisory agreement (this "Agreement") sets out the terms and conditions under which WealthMeUp Advisors LLC ("WealthMeUp Advisors", "we", or "us"), an investment adviser registered with the U.S. Securities and Exchange Commission, will provide ongoing discretionary investment advisory services with respect to certain securities including the assets in your investment account (the "Investment Account"). This Agreement will become effective, and you will become our client ("Client", "you", "your" or similar terms), on the date you sign it. You understand that by checking and/or clicking the "I Agree" button or other similarly worded phrase or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Agreement. You understand that your electronic consent will be the same as if you signed a paper agreement by hand.

You and we agree:

**1. DESCRIPTION OF SERVICES.**

You hereby appoint WealthMeUp Advisors as your investment adviser and grant us limited power-of-attorney with discretionary trading authority to manage and trade the assets in your Investment Account (the "Services"). WealthMeUp Advisors accepts the appointment under the terms and conditions set forth in this Agreement, WealthMeUp Advisors' terms of use ("Terms of Use") and privacy policy ("Privacy Policy"), which are incorporated by reference herein.

WealthMeUp Advisors will not provide investment advice other than the Services described in this Agreement. You acknowledge that WealthMeUp Advisors will deliver the Services through a mobile application (the "WealthMeUp Advisors App"). You understand that WealthMeUp Advisors maintains an online presence through its website, [www.wealthmeup.ai](http://www.wealthmeup.ai) primarily for information purposes only. For questions about the WealthMeUp Advisors App, you may contact WealthMeUp Advisors by email to [hello@wealthmeup.ai](mailto:hello@wealthmeup.ai) regarding technical questions. WealthMeUp Advisors does not provide investment advice over the phone or otherwise in a format other than through the WealthMeUp Advisors App and in the forms described under this Agreement.

When you open your Investment Account through the WealthMeUp Advisors App, you will be asked to provide certain personal and financial information (including, among other things, your age, income and liquid net worth, investment objectives, and risk tolerance) through one or more questionnaires (collectively, referred to as your "Client Profile"). You further understand that you will be asked to provide other information such as your employment status, investment goals, reasons to invest, time horizon, and net assets ("Investment Needs"). You understand that WealthMeUp Advisors does not verify the information it receives from you for accuracy and that WealthMeUp Advisors will rely on the information you provide.

Accordingly, you agree to promptly update your Client Profile and Investment Needs in the event of a change in circumstances.

To have WealthMeUp Advisors provide investment advisory services with respect to your Investment Account, you will need to enter into a sub-advisory relationship with Betterment LLC ("Betterment") and open the Investment Account with MTG LLC, dba Betterment Securities ("Broker"), an SEC-registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and Securities Investor Protection Corporation ("SIPC"). In particular, you enter into a sub-advisory agreement with Betterment (the "Sub-Advisory Agreement"), a securities brokerage agreement with Broker (the "Brokerage Agreement"), and open your Investment Account with Broker by interacting with the application programming interface ("API") made accessible through the WealthMeUp App. Betterment will sub-advisory investment services in connection with the Investment Account pursuant to Betterment's investment management program. Broker will provide trade execution, custody, clearing, and settlement services, as well as recordkeeping and reporting services to you. WealthMeUp Advisors shall have no obligation or liability for the acts or omissions of Betterment or Broker, and you understand and agree that your relationship with Betterment and Broker shall be governed solely by the Sub-Advisory Agreement and Brokerage Agreement, respectively.

WealthMeUp Advisors manages certain assets you designate to a managed portfolio (a "Managed Portfolio") on a discretionary basis, pursuant to which WealthMeUp Advisors will buy and sell securities for your Investment Account without your prior consent and approval for each transaction. Specifically, you may open individual retirement accounts (both traditional and Roth) (each, an "IRA"), within which WealthMeUp Advisors manages a Managed Portfolio that is recommended by WealthMeUp Advisors based on your Client Profile, Investment Needs, and contribution amounts. Managed Portfolios are tailored to you and may include a mix of the following assets: stocks, ETFs, and cash or cash equivalents (the "Assets").

If you have placed a security freeze on your personal information and credit, you consent to the temporary lifting of your security freeze for the purposes of opening your Investment Account, and to the use of any credit reporting facility or agency report in connection with your Investment Account.

You also authorize us to deliver to Betterment Broker a copy of this Agreement as evidence of the authority of WealthMeUp Advisors to act for and on behalf of your Investment Account.

You acknowledge that WealthMeUp Advisors does ***not provide***: (i) comprehensive financial planning services, and its Services are not a complete investment program; (ii) tax, accounting or legal advice, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans; and (iii) custody of your Investment Account assets. You are encouraged to consider additional asset classes, strategies and investments to meet your overall investment needs and objectives; and to consult with your tax advisor regarding any tax consequences related to your Investment Account. You agree to review information available to you regarding the securities, as well as the brokerage statements, transaction confirmations, and tax reporting forms provided by the Broker for tax-related information. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any assets in the Investment Account or any Investment Account transactions and for preparation of any legal, accounting, or tax documents. You can access tax documents through the WealthMeUp Advisors App when such documents are ready. You will also be able to download them from Betterment's website. **The Client and Client's tax advisors are responsible for how investments and the transactions in the Client's Investment Account are reported to the**

**Internal Revenue Service or any other taxing authority. WealthMeUp Advisors assumes no responsibility to the Client for the tax consequences of any transaction.**

WealthMeUp Advisors will be responsible for the review and evaluation of your current financial information that you provide to us and will manage your Managed Portfolio(s) based on that information. It is your responsibility to update your information on the WealthMeUp Advisors App and update the information through the WealthMeUp Advisors App promptly if there are changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. You are solely responsible for evaluating the merits and risks associated with any assets recommended by WealthMeUp Advisors.

WealthMeUp Advisors further reserves the right, in its sole discretion from time to time, upon providing prior notice to you, to engage any investment service provider from which WealthMeUp Advisors may obtain any or all investments, change any such investment service provider and to make additional investment service providers available through the WealthMeUp Advisors App. In providing its services, WealthMeUp Advisors or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Agreement, WealthMeUp Advisors may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that WealthMeUp Advisors shall always remain liable to you for its obligations hereunder.

## **2. CLIENT INFORMATION.**

You confirm that all of the information you have provided through the WealthMeUp Advisors App and/or through the Betterment interface (the "Interface") is true, accurate and complete in all respects. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to notify us promptly of any change in information that may be relevant to your financial circumstances. You understand that WealthMeUp Advisors will contact you at least annually via the WealthMeUp Advisors App, email or through any other means deemed appropriate, to request that you review your Investment Account to determine whether it should be modified. You agree to periodically review the information you have provided for accuracy and provide material updates promptly using the WealthMeUp Advisors App and/or the Interface. You acknowledge and agree that WealthMeUp Advisors relies on the information you provide through the WealthMeUp Advisors App and/or the Interface to provide the advisory services subject to this Agreement. You further acknowledge and agree that WealthMeUp Advisors may share some or all of your information with Betterment and/or Broker and that Betterment and Broker, subject to the terms and conditions of the Sub-Advisory Agreement and Brokerage Agreement, may rely on such information to perform certain compliance functions including verifying your identity for customer identification purposes, anti-money laundering purposes, and confirming that U.S. firms like WealthMeUp Advisors and Broker are permitted to provide you with services under applicable U.S. economic sanctions against various countries, individuals, and organizations. You authorize WealthMeUp Advisors to provide your information to Betterment and/or Broker and other third-party service providers and understand and agree that any updates to the information you provide to us will be reflected in our records.

### **3. FUNDING THE ACCOUNT.**

WealthMeUp, Inc. ("WealthMeUp") will deposit cash-back rewards to your account in accordance with the WealthMeUp terms of use (the "WealthMeUp Terms of Use"). In addition, you can deposit and withdraw from Investment Account at any time, subject to WealthMeUp Advisors' right to terminate services. You may request cash deposits to the Investment Account from a linked checking account ("Linked Checking Account") or withdrawals from the Account to a Linked Checking Account by taking appropriate action within the Interface, subject to the terms of the Sub-Advisory Agreement and Brokerage Agreement.

By initiating, authorizing, or directing a purchase or sale order in your Investment Account, you authorize WealthMeUp Advisors (1) to place orders with Betterment and/or Broker on your behalf, for purchases and sales of the securities that comprise your Investment Account at the time(s) and in amounts calculated by WealthMeUp Advisors, and (2) to initiate (or receive) an ACH funding or wire to (or from) Broker in an amount equal to the purchase price (or sale proceeds). You understand that any order placed with WealthMeUp Advisors will be placed with Broker for execution, clearance, and settlement. You agree and acknowledge that any deposit or transfer to your Investment Account may not be canceled by you following the initiation and/or authorization of such transaction.

You agree that, if your Funding Account is closed or restricted after you connect it to the Investment Account, you will have no right or ability to make additional purchase or sales, or undertake any additional funding to or withdrawals from your Investment Account unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) you successfully connect a different and adequately funded Funding Account to the Investment Account.

### **4. TAXES.**

When securities are sold, you may be subject to transaction fees, and/or tax consequences, such as any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes (collectively, "Taxes"). You are responsible for paying all Taxes associated with your participation in the WealthMeUp Advisors App, excluding taxes based on WealthMeUp Advisors' net income or property. If WealthMeUp Advisors and/or Broker has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide WealthMeUp Advisors and/or Broker with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Investment Account, Broker may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law. You understand and agree that neither WealthMeUp Advisors nor any of its affiliates is responsible for withholding any tax penalties that may apply to any type of account subject to this Agreement or for any state or federal income tax withholding, except as may otherwise be required by applicable law.

### **5. FEES AND EXPENSES.**

**WealthMeUp Advisors' Fee.** WealthMeUp Advisors offers the Services for an annual asset-based fee of up to 1.00% (100 basis points) (the "Management Fee"). The Management Fee shall be prorated and charged every thirty (30) days (each thirty (30) day period, a "Billing Period"), in arrears, based on the value of the Investment Account on the last day of the Billing Period. Upon termination of WealthMeUp Advisors' Services, WealthMeUp Advisors will charge you a prorated Management Fee based on the days remaining in

the Billing Period. By entering into this Agreement, you hereby authorize WealthMeUp Advisors to charge the Management Fee to your funding account via a third-party service provider.

**Other Fees.** WealthMeUp Advisors' fees for the Services do not include other related costs and expenses of the investments the Client may incur in relation to investments in the Client's Investment Account, or those charged by Broker. WealthMeUp Advisors does not charge these fees to you. Additionally, a Client will incur certain charges imposed by Broker and other third parties. These include Investment Account transfer fees, brokerage fees, administrative fees, and other fees and taxes on brokerage accounts and securities transactions. These additional costs may include but are not limited to paper statement fees, bounced check fees, transfer taxes, wire transfer, and electronic fund fees. Additionally, the issuer of some of the securities or products purchased for you may charge product fees that affect you. For example, an ETF typically includes embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect a Client's portfolio performance or an index benchmark comparison. You may also incur certain other charges imposed by third-party financial institutions.

**Third-Party Fees.** You will incur certain third-party costs in addition to the fees they pay to WealthMeUp Advisors. WealthMeUp Advisors does not charge these to you and does not benefit directly or indirectly from any such charges. These types of charges include, but are not limited to, Betterment's Sub-Advisory Fee (as defined and described in detail below), wire transfer fees, paper statement fees, and bounced check fees. In addition, the issuers of some of the Assets purchased for you, such as ETFs, may charge product fees and expenses that affect you. For example, an ETF typically includes embedded expenses that may reduce the fund's net asset value, and therefore directly affect the fund's performance and indirectly affect the performance of your Investment Account.

In addition, Betterment charges an asset-based wrap fee (the "Sub-Advisory Fee") on amounts invested by WealthMeUp Advisors you, subject to the Sub-Advisory Agreement. That Sub-Advisory Fee ranges from 0.12% (12 basis points) to 0.20% (20 basis points) of account balances, determined based on the aggregate balance of all WealthMeUp Advisors Client accounts at Betterment. **The Sub-Advisory Fee is charged either monthly or quarterly, in arrears.** The services included for the Sub-Advisory Fee include all of the services provided by Betterment and Broker, including advisory services, custody of assets, execution and clearing of transactions, and account reporting. Betterment collects the Sub-Advisory Fee directly from Clients pursuant to the terms of the sub-advisory agreement between Betterment and each Client. Clients utilizing the Betterment Advisor Solutions platform may pay a higher aggregate fee than if the advisory, custodial, trade execution, and other services were purchased separately.

**Performance-based Fees.** WealthMeUp Advisors does not charge any performance-based fees (that is, fees based upon a share of capital gains on or capital appreciation of the assets in an Investment Account).

## **6. CUSTODY OF ASSETS AND ACCOUNT STATEMENTS.**

Broker is a "qualified Custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act"), and will have possession and provide safekeeping of your assets in the Investment Account. WealthMeUp Advisors will not act as the qualified custodian for the assets in your Investment Account. You agree to complete the necessary application materials to open an account with Broker after agreeing to this Agreement. All Investment Account transactions will be effected by a payment to, or delivery by, Broker of all cash and/or Securities due to or from the Investment Account. We are not permitted to instruct Broker to deliver funds or Securities to ourselves.

Broker will send you electronic notice of all confirmations of securities transactions and provide account statements on a periodic basis through the WealthMeUp Advisors App, identifying the amount of funds and each Security in the Investment Account at the end of the period and setting forth all transactions during that period. You are responsible for reviewing the confirmations and statements provided and reporting any discrepancies in the information directly to Broker. You authorize us to instruct Broker to send us trade confirms and monthly statements showing all transactions occurring in your Investment Account during the period covered. You acknowledge that WealthMeUp Advisors is not responsible for the obligations of Broker or any successor Broker or broker-dealer and that WealthMeUp Advisors and Broker, have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. We will not be responsible for any loss incurred by reason of any act or omission by Broker; provided, however, that we will make reasonable efforts to require that it perform its obligations with respect to the Investment Account. All transactions concerning the Investment Account shall be binding upon the Client at the Client's sole risk.

## **7. BROKERAGE AND TRANSACTION EXECUTION.**

Upon your execution of this Agreement and the agreements necessary to open your Brokerage Account with Broker, WealthMeUp Advisors will transmit all orders to Broker who will execute all orders on your behalf. WealthMeUp Advisors anticipates (but is not obligated to) that it will combine or "batch" account orders to obtain "best execution," to negotiate more favorable commission rates or to allocate equitably among all Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the Investment Accounts in proportion to the purchase and sale orders placed for each Investment Account on any given day. If WealthMeUp Advisors cannot obtain execution of all the combined orders at prices or for transactions costs that WealthMeUp Advisors believes are desirable, WealthMeUp Advisors will allocate the Securities WealthMeUp Advisors does buy or sell as part of the combined orders by following WealthMeUp Advisors' order allocation policies and procedures.

To participate in the WealthMeUp Advisors App, your Investment Account must be executed by Broker. You cannot designate or select a different broker for trade execution. WealthMeUp Advisors anticipates Broker will provide "best execution" for you. However, in the event WealthMeUp Advisors determines that Broker does not at any time provide "best execution" in its capacity as a broker-dealer, WealthMeUp Advisors reserves the right to select a different broker-dealer which will provide "best execution" with respect to such transaction. "Best execution" includes the amount of broker-dealer fees or transaction costs that will be charged to the Investment Account in connection with any trade, but it may also include other criteria and benefits. As such, WealthMeUp Advisors may Broker as the broker-dealer with respect to the Investment Account even if its broker-dealer fees are not the lowest fees which could be charged for such transaction, in consideration for other benefits that the broker-dealer offers to WealthMeUp Advisors.

## **8. PROXIES AND CORPORATE LEGAL ACTIONS.**

WealthMeUp Advisors does not exercise voting authority over Client proxies. Pursuant to the Sub-Advisory Agreement, Clients delegate this authority to Betterment, which generally votes on proxies for

securities in the manner described in Betterment's Form ADV Part 2A Advisory Brochure and Wrap Fee Appendix Brochure, as amended from time to time.

## **9. DELIVERY OF BROCHURE AND RELATIONSHIP SUMMARY.**

You acknowledge that you have received a copy of WealthMeUp Advisors' Disclosure Brochure and Form CRS ("Relationship Summary"), delivered electronically and available on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage on [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov), which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. You may also obtain a copy of WealthMeUp Advisors' Disclosure Brochure and/or Relationship Summary, upon request by email to [hello@wealthmeup.ai](mailto:hello@wealthmeup.ai).

## **10. CONFIDENTIALITY, PRIVACY, AND TRUSTED CONTACT.**

The information you provide to WealthMeUp Advisors, including your personal information, is subject to the terms of WealthMeUp Advisors' Privacy Policy, which is available via the WealthMeUp Advisors App. By entering into this Agreement, you acknowledge receipt of the Privacy Policy, which WealthMeUp Advisors may amend from time to time by posting new versions on the WealthMeUp Advisors App.

Except as required by law or requested by regulatory authorities, WealthMeUp Advisors agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to WealthMeUp Advisors, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice or other confidential information you receive from WealthMeUp Advisors for developing a service that competes with the WealthMeUp Advisors App or the services of WealthMeUp Advisors or any of its affiliates.

You consent to WealthMeUp Advisors recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of WealthMeUp Advisors without further notice. You expressly authorize WealthMeUp Advisors representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the WealthMeUp Advisors App, 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 Investment 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 WealthMeUp Advisors or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least 18 years of age as a trusted contact person who may be contacted about your Investment Account (a "Trusted Contact Person"). We, or Broker, may disclose information about your Investment Account to your Trusted Contact Person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

## **11. ACKNOWLEDGEMENTS, REPRESENTATIONS AND COVENANTS.**

You understand, agree and confirm to WealthMeUp Advisors that:

**Authority.** You have the full legal power, authority and capacity to enter into this Agreement. You certify that you are of legal age to enter into contracts in the state where you live. This Agreement constitutes a legal, valid and binding obligation on you with respect to your Investment Account. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the WealthMeUp Advisors App, including the deposit and contributions to and withdrawals from your Investment Account, by any person who uses your user account and password(s), as described in WealthMeUp Advisors' Terms of Use. You may not share your password(s) with others, and you must notify WealthMeUp Advisors immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user account and password to access the WealthMeUp Advisors App and your Investment Account.

You represent and warrant that no term of this Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

**The WealthMeUp Advisors App and the Services are appropriate.** You have evaluated the WealthMeUp Advisors App, the Services, and determined that they are appropriate for you, taking into account all relevant factors, including, your need for investment advice, your risk tolerance and investment experience, your particular financial needs and circumstances, and the fees charged for the account versus other types of investment accounts. You understand that, depending on the circumstances, the brokerage and execution services offered through the WealthMeUp Advisors App may be available for less money (but without the ongoing advisory services) through a commission-based brokerage account. You acknowledge that your Investment Account is not intended solely as a cash management vehicle.

**Investment Risks.** You are aware of and willing to assume the risks involved with investing your Investment Account. You understand that WealthMeUp Advisors and its affiliates do not guarantee the future performance of your assets in the Investment Account or any specific level of performance or the success of any investment recommendation. Our investment recommendations are subject to various market, currency, economic, political and business risks. Investment decisions will not always result in profitable outcomes. Investment performance of any kind can never be predicted or guaranteed, and WealthMeUp Advisors does not guarantee that you will avoid financial loss. WealthMeUp Advisors does not make any guarantee that the investment objectives, expectations or targets described on the WealthMeUp Advisors App will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither WealthMeUp Advisors nor any of its affiliates guarantees the success of any given investment or strategy that WealthMeUp Advisors may recommend through the WealthMeUp Advisors App. **You may experience losses, including potentially a complete loss of your investment. You acknowledge that you have read the additional risk disclosures in WealthMeUp Advisors' Disclosure Brochure.**

**U.S. Resident.** You acknowledge that the WealthMeUp Advisors App is intended for natural persons who are citizens or other lawful residents of the U.S. and who are located in the U.S., and WealthMeUp Advisors does not intend to offer the WealthMeUp Advisors App, any securities, or any other products or

services outside of the U.S. You acknowledge that WealthMeUp Advisors does not offer the WealthMeUp Advisors App to non-resident aliens subject to tax withholding. Neither WealthMeUp Advisors nor its affiliates represent or warrant that any aspect of the WealthMeUp Advisors App, including information available from the WealthMeUp Advisors App and information provided through the WealthMeUp Advisors App, complies with any law or regulation of any jurisdiction outside of the U.S. You represent and warrant that you are a lawful resident of and located in the U.S., you have a valid U.S. residential mailing address, and that you have been lawfully issued by the government of the U.S. the social security number or tax identification number you provided to WealthMeUp Advisors when applying for your Investment Account using the account opening functionality through the WealthMeUp Advisors App.

**Limitation of Liability.** You understand that, to the fullest extent permitted by applicable law and unless WealthMeUp Advisors has breached its fiduciary duty, the Agreement or otherwise violated applicable law, neither we nor any of (a) our officers, partners or directors (or persons performing similar functions); (b) our employees, and representatives; or (c) persons directly or indirectly controlling us or controlled by us (as defined in the Advisers Act) (together, our "Affiliates"); or (d) any of our agents, including any service providers (the "Identified Persons") will be liable for (i) any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages and expenses, including but not limited to attorneys' fees, expenses and court costs ("Losses") paid, suffered, incurred or arising from the Services or any investment decision made or other action taken or not taken in good faith by us with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any Losses arising from adhering to your written or oral instructions; or (iii) any act or failure to act by Broker, or any other third party; or (iv) any loss arising from any services provided to Client prior to the execution of the Agreement by any person or entity who at the time of the provision of such services was not an Identified Person; (v) the loss or failure or delay in performance of any obligation under the Agreement arising out of or caused, directly or indirectly, by circumstances beyond WealthMeUp Advisors' reasonable control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material, equipment, or transportation and Broker refusing to act on WealthMeUp Advisors' instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Investing Account or the relationship between the parties; or (vii) any failures arising out of the use of the WealthMeUp Advisors App. We will not be responsible for any of your assets that we are not servicing under the Agreement or for the or diversification of your assets within your Investment Account or your assets that we are not servicing under this Agreement. In addition, WealthMeUp Advisors shall have no liability for Client's failure to promptly inform WealthMeUp Advisors of changes in Client's financial and/or economic situation, Client's investment objectives, or any restrictions. Nothing in the Agreement will waive or limit any rights that you have under federal and state securities laws for the advisory services you receive under the Agreement.

Without limiting the generality of the foregoing, except where prohibited by applicable law (for example, in the case of fraud or intentional misconduct), WealthMeUp Advisors and its Identified Persons will not be liable for any indirect, special, incidental, non-compensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

If WealthMeUp Advisors or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, WealthMeUp Advisors or such affiliate shall be entitled to rely upon the representations, warranties, and

statements made in such legal process. You hereby agree that WealthMeUp Advisors or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to Broker, or such other party as may be appropriate. You hereby agree to hold harmless and indemnify WealthMeUp Advisors and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If WealthMeUp Advisors or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, WealthMeUp Advisors or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if WealthMeUp Advisors or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

**Non-Exclusivity.** You acknowledge that WealthMeUp Advisors renders investment advice to other clients. We and our Affiliates may take the same, similar, or different positions in specific investments for our other clients' and our own accounts, as we do for you. We have no obligation to purchase or sell, or to recommend for purchase or sale, any security which we or our Affiliates may purchase or sell for our other clients' and our own accounts. The Client agrees that WealthMeUp Advisors may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Investment Account.

## **12. TERM AND TERMINATION.**

This Agreement becomes effective as of the date it is accepted by WealthMeUp Advisors, as evidenced in accordance with WealthMeUp Advisors' procedures and/or practices regarding account opening. The date your Investment Account is opened may or may not be the same effective date of this Agreement.

You agree that WealthMeUp Advisors and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if WealthMeUp Advisors believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to WealthMeUp Advisors or its affiliates or a transaction relating to the WealthMeUp Advisors App; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over WealthMeUp Advisors or its affiliates or a transaction relating to the WealthMeUp Advisors App; (iii) to avoid a loss to WealthMeUp Advisors or its affiliates (including if your payment of fees is 60 days or more overdue, except with respect to charges then under reasonable and good faith dispute); (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that WealthMeUp Advisors or its affiliates directly or indirectly uses in connection with the WealthMeUp Advisors App; (vi) to prevent a breach or violation of any term, condition, or other provision of this Agreement; or (vii) to obtain from you any additional information that WealthMeUp Advisors in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, WealthMeUp Advisors reserves the right, at any time and without notice, to delay or manage the trading of Client orders if WealthMeUp Advisors determines it is appropriate and consistent with its obligations under this Agreement.

Termination of the Sub-Advisory Agreement or Brokerage Agreement by Client or Betterment or Betterment Securities, as applicable, shall constitute termination of this Agreement. Accordingly, Client may

terminate this Agreement by terminating the Sub-Advisory Agreement or Brokerage through the Interface. Further, WealthMeUp Advisors may terminate this agreement at any time upon written notice to Client. As set forth in the Sub-Advisory Agreement, upon termination, Betterment is expressly authorized by Client to redeem or otherwise liquidate any shares of Products held in Investment Account and disburse proceeds to Client, although Betterment may, in its discretion, decline to immediately liquidate the Assets held in the Investment Account and instead distribute them to Client in such manner as communicated by Betterment to Client in writing.

### **13. LEGAL CAPACITY.**

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is over 18 years of age and legally empowered to enter into or perform this Agreement in such a capacity.

### **14. ENTIRE AGREEMENT AND AMENDMENTS.**

You acknowledge and agree that this Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Agreement. You acknowledge and agree that this Agreement, and the terms and conditions contained herein, supersedes any prior Agreement or similar contracts you entered into with WealthMeUp Advisors.

Nothing in this Agreement shall be deemed waived or amended without the prior express written consent of WealthMeUp Advisors executed by a duly authorized representative of WealthMeUp Advisors. WealthMeUp Advisors may amend this Agreement from time to time by adding, revising, or deleting any terms or conditions, provided, that we will give you 30 calendar days' prior notice. Although WealthMeUp Advisors may email you about changes to this Agreement, the usual way for WealthMeUp Advisors to notify you of amendments is to post notice on the WealthMeUp Advisors App, which will be available, subject to WealthMeUp Advisors' Terms of Use, for you to access, download, review, print, and retain.

You agree to check the WealthMeUp Advisors App for new versions of this Agreement. You agree that, by keeping your Investment Account or using the Services provided through the WealthMeUp Advisors App without objecting after WealthMeUp Advisors posts a new version of the Agreement, you will agree to and accept all terms and conditions of this Agreement as so amended.

You acknowledge that WealthMeUp Advisors will generally not be required to obtain your consent for any amendments to the Agreement or changes to the WealthMeUp Advisors App. Any amendment or modification to this Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

### **15. NOTICES AND COMMUNICATIONS.**

Our opening and maintaining your Investment Account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically. You agree that when we send these email notices to you that they constitute delivery to you of the information or documents referred to in the email you provided, even if you do not actually access the information or documents on our WealthMeUp Advisors App. This consent will be effective immediately and will remain in effect unless revoked by you.

You agree to keep a working email address and will update your account information immediately if your email address or other contact information changes. If you do not maintain an email address that is working and accessible to us, and we believe we are required to provide you with paper notice or documents of particular matters or actions, and we do so, we may charge you the cost of such delivery. You acknowledge that you may incur costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to you. To view PDF files, you will need to download the Adobe Acrobat Reader, which is provided for free from Adobe.

Any notice given to you in connection with this Agreement will be deemed delivered if personally delivered or sent by (i) U.S. mail, certified or registered, or overnight courier, postage prepaid with return receipt request, and addressed, if to you, at the address indicated in your Investment Account information, or (ii) electronically to the address to which your Investment Account communications are sent or (iii) posted to the WealthMeUp Advisors App.

## **16. TERMS OF USE.**

You acknowledge receipt of the Terms of Use via the WealthMeUp Advisors App, which apply to the WealthMeUp Advisors App and your use of the Services offered through the WealthMeUp Advisors App contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the WealthMeUp Advisors App.

## **17. ASSIGNMENT OF AGREEMENT.**

You may not assign your rights or obligations under this Agreement without the prior express written consent of WealthMeUp Advisors. WealthMeUp Advisors shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Agreement 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 thirty (30) calendar days of being notified through the WealthMeUp Advisors App or by email of any intent of WealthMeUp Advisors to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of WealthMeUp Advisors will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

## **18. MISCELLANEOUS.**

You understand that WealthMeUp Advisors is licensed and/or registered in of the appropriate regulatory jurisdictions that WealthMeUp Advisors believes it has a duty to be licensed and registered in.

Headings in this Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Agreement. Defined terms shall have their assigned meanings wherever used in this Agreement or any of the agreements governing your participation in the WealthMeUp Advisors App, regardless of whether defined in this Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word "including" shall be construed as introducing examples of a category without limiting such category and shall, therefore, be construed as if the word "including" were replaced with the phrase "including but not limited to" or "including without limitation."

No course of dealing between you and WealthMeUp Advisors, nor any delay by WealthMeUp Advisors in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as WealthMeUp Advisors may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement will be considered divisible as to such provision and such provision will be inoperative in such state or jurisdiction. The remaining provisions of this Agreement will be valid and binding and of full force and effect as though such provision was not included. Without limiting the foregoing, if any portion of the arbitration provision set forth below is invalidated, such invalidation shall not invalidate the remaining portions of the arbitration provision.

## **19. GOVERNING LAW.**

Except to the extent that it is preempted by federal law, the law of the State of Delaware (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement will be brought and determined in the appropriate federal or state court in the state in which WealthMeUp Advisors' principal office is located at the time and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement. No failure by us to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by you will be deemed to be a waiver of any subsequent breach.

## **20. ARBITRATION.**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

**THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN MOOLA AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF MOOLA'S BUSINESS OR THE CLIENT'S INVESTMENT ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.**

**ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE STATE OF NEW YORK.**

**THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST MOOLA OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.**

**Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.**

## **21. ELECTRONIC DELIVERY OF DOCUMENTS.**

The WealthMeUp Advisors App is an electronically based service. By accepting this Agreement when you click "I Agree," we are obtaining your informed consent to electronic delivery of all notices and communications relating to your Investment Account to an e-mail address that you provided. This includes all notices, disclosures, regulatory communications (including privacy notices) and other information, documents, data and records regarding your Investment Account ("Account Communications").

You may revoke your consent to electronic delivery of Account Communications by providing notice in accordance with Section 15 of this Agreement, and such revocation will be effective upon successful completion of its processing by WealthMeUp Advisors. You understand that if you revoke or restrict your consent to electronic delivery of Account Communications or request paper delivery, WealthMeUp Advisors, at its discretion, may (i) terminate this agreement and/or close your Investment Account or (ii) charge you for the cost of the delivery of Account Communications that would otherwise be delivered to you electronically. Neither your revocation of consent to electronic delivery, your request for paper delivery, nor WealthMeUp Advisors' delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect. All e-mail notifications of Account Communications will be sent to your e-mail address of record. You acknowledge that the Internet is not a secure network and that communications transmitted over the

Internet may be accessed by unauthorized or unintended third parties. Due to security risks, you will not send any sensitive information, such as account numbers or passwords, in an unencrypted email.

E-mails on rare occasions may fail to transmit properly. You agree that, solely for your records, you can download and save or print the Account Communications you receive via electronic delivery.

This consent is effective upon the execution of this Agreement and will remain in effect unless and until you revoke your consent to electronic delivery. You understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and you may receive electronic notifications in the interim.

Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne solely by you. WealthMeUp Advisors does not charge additional online access fees for receiving electronic delivery of Account Communications. You understand that to receive electronic deliveries, you must have Internet access, a valid e-mail address with sufficient storage space, the ability to download documents as WealthMeUp Advisors may specify and to which you have access and a printer or other device to download and print or save any information you may wish to retain.

You acknowledge that you have, and will continue to have and maintain, Internet access and a valid e-mail address with characteristics as described in this paragraph, and you are able to receive electronic deliveries as set forth herein. WealthMeUp Advisors will notify you of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

You hereby agree that you have carefully read the above information regarding informed consent and fully understand the implications thereof. You hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. If your e-mail address changes, you agree to notify WealthMeUp Advisors of your new e-mail address immediately in writing in accordance with the notice provisions of this Agreement.

## **22. ELECTRONIC SIGNATURES.**

Your intentional action in electronically signing this Agreement is valid evidence of your consent to be legally bound by this Agreement. The use of an electronic version of any documents fully satisfies any requirement that they be provided to you in writing.

You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the WealthMeUp Advisors App. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

You agree to not contest the admissibility or enforceability of WealthMeUp Advisors' electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement.

If more than one individual has electronically signed this Agreement, your obligations under this Agreement will be joint and several.

**By clicking the "Agree" or any similarly worded button, you acknowledge that you (on your own behalf and any joint accountholder's behalf):**

- i. agree to arbitrate any controversies that may arise under this Agreement;**
- ii. have read, understand and agree with all of the terms and conditions set forth in this Agreement;**
- iii. have (a) received and read WealthMeUp Advisors' Disclosure Brochure and Relationship Summary and (b) received a copy of WealthMeUp Advisors' Privacy Policy; and**
- iv. understand that clicking "Agree" is the legal equivalent of manually signing this Agreement, and that you will be legally bound by its terms and conditions.**