



RETAIL ACCOUNT AND IRA SERVICE AGREEMENT

This Retail Account and IRA Service Agreement (“**Agreement**”) sets forth the terms and conditions under which ProNvest Inc., dba Future Capital (“**Future Capital**,” “**we**,” “**our**,” “**us**”), a registered investment advisor with the Securities and Exchange Commission (“**SEC**”) under the Investment Advisers Act of 1940, as amended (“**Advisers Act**”), provides investment advisory and management services (“**Services**”) to an owner (“**Client**,” “**you**,” “**your**”) of a retail brokerage account (“**RA**”) or an Individual Retirement Account (“**IRA**”). Each of an RA and IRA are referred to as your “**Account**”). To the extent any Services are provided through our website located at <https://futurecapital.com>, you agree to be bound by the Terms of Use.

1. Description of Services.

(a) Independent Adviser. Future Capital will arrange for an unaffiliated investment adviser registered with the SEC under the Advisers Act (“**Independent Adviser**”) to provide investment advice with respect to the securities available for your Account. Future Capital may, at any time, change the Independent Adviser without advance notice to or approval by you. The Independent Adviser will make and periodically update the recommended asset allocation for your Account based on several model portfolio strategies developed and maintained by the Independent Adviser and the personal and financial information that you provide through the retirement planning tool (“**Retirement Planning Tool**”). Recommendations are based on a glide path approach which adjusts with your age. The Independent Adviser will not provide advice with respect to retirement plan assets invested in company stock, other individual securities, self-directed brokerage accounts, or other plan assets not invested in the designated mutual funds or similar collective fund vehicles offered by the plan. Current Independent Adviser information is provided in our Form ADV Part 2A.

(b) Discretionary Asset Allocation. In order to implement and maintain the model portfolio, Future Capital will place trades to purchase and sell securities for your Account on a discretionary basis based on (i) the personal and financial information you provide to us; (ii) your investment strategy; and (iii) the Independent Adviser’s recommended asset allocation and fund selection. The Independent Adviser does not have discretionary authority to place any order to purchase or sell securities in your Account. Your investment portfolio will be rebalanced to the target asset allocation at least once per quarter. “Discretionary” asset allocation means assets will be bought and sold for your Account without your approval of each trade. Future Capital will communicate to you the Independent Adviser’s recommended asset allocation and fund selection. Future Capital will execute, through the retirement plan platform provider, the purchase and sell instructions regarding specific securities for each asset class based on the recommended asset allocation and fund selection.

(c) Investment Strategy. If, upon engaging Future Capital for the Services, you do not select an investment strategy, Future Capital will manage your Account in a moderate, age-based investment strategy. You may update your investment strategy at any time through the Retirement Planning Tool or by contacting us.

(d) Reasonable Restrictions. You may impose reasonable restrictions on the management of our Account, provided that Future Capital may choose not to provide you with the Services if we determine that a restriction you wish to impose is unreasonable or would prevent us from implementing the

Independent Adviser's model portfolio strategy. You understand that imposing a reasonable restriction on the management of our Account may result in Future Capital deviating from the Independent Adviser's instructions regarding the securities transactions in your Account and could negatively impact or affect performance.

(e) Custody. Securities in your Account will be held by the retirement plan trustee or custodian or, in the case of insurance contracts, the issuer of those contracts. Future Capital will not accept possession of any assets in your Account.

(f) Account Reviews. At least annually, Future Capital will contact you to review your Account and determine if there have been any changes in your information, investment objectives, or restrictions regarding your Account.

(g) Additional Resources. Future Capital will provide you with access to professional retirement planners and other investment and retirement planning resources, including our Retirement Planning Tool, account and market data, and optional support for your outside accounts.

2. Limited Power of Attorney. You appoint Future Capital to provide discretionary Account management and act as your agent and attorney-in-fact with limited power and authority to act for and on behalf of you to buy, sell, and otherwise effect investment transactions in the name of your Account, without an obligation for us to first consult with or to notify you. You further authorize us, upon your request or instruction, to deposit funds and assets into the Account, withdraw funds or assets from the Account, and initiate rollovers (for IRAs or other transfers of assets between accounts). No cash or securities or any property will be paid or delivered to us, except fees as provided in Section 5. This Limited Power of Attorney will continue until this Agreement is terminated as provided in Section 6 or we receive notice of Client's death or judicially determined incompetence.

3. Third-Party Account Information. You permit us to link to your third-party financial accounts to the extent necessary to enable your access to or use of the Services. These linked accounts allow us to access relevant information regarding your holdings and balances ("**Third-Party Account Information**"). Third-Party Account Information may include personally identifiable information, which we process and handle in accordance with our [Privacy Policy](#). It is your responsibility to ensure the truth, accuracy, and completeness of your Third-Party Account Information. You agree that Future Capital will access your Third-Party Account Information as your agent and that Future Capital is not responsible for the Third-Party Account Information and your relationship with any third-party provider, which is governed by the agreement between you and such third-party provider.

4. Acknowledgments. You acknowledge each of the following:

(a) Your Information. Future Capital and the Independent Adviser will rely on the personal and financial information that you provide without any obligations or duty for Future Capital or the Independent Adviser to investigate the accuracy or completeness of such information or consider any information requested of but not furnished by you. You are responsible for providing true, accurate, and complete information and notifying us of any material change in your information or circumstance that might affect how your Account should be invested (whether financial circumstance, investment objective, risk tolerance, or otherwise).

(b) Disclaimers; Certain Risks. The Services are not a substitute for seeking more specific or personalized advice regarding the investments and strategy appropriate for your risk tolerance, financial circumstances, and objectives. You are responsible for determining the appropriateness of your investments

and strategies. Neither Future Capital nor the Independent Adviser makes any representation or guarantee regarding the performance of your Account, including the profitability of your Account allocations or likelihood of achieving a particular outcome. All investments involve risks, including business, economic, market, political, and geopolitical risks. Past performance is not indicative of future success. Your Account may lose money, including principal, and your investments will fluctuate depending on market conditions and may decline in value. Asset allocations and diversification do not eliminate risk of loss or guarantee successful performance.

(c) Withdrawals. Withdrawing amounts from your Account may impair achievement of your investment objectives and it is your responsibility to notify Future Capital of any withdrawals you make from your Account and neither Future Capital nor the Independent Adviser has or will have any duty, obligation, or right to advise with respect to or inquire about any such withdrawals.

(d) Reasonable Restrictions. You are responsible for notifying us if you wish to impose or modify a reasonable restriction on the management of your Account.

(e) Advice to Other Clients. The Independent Adviser may recommend, and Future Capital may communicate, investment advice to other clients that differs from the investment advice communicated to you.

(f) Updates to Disclosures. Future Capital will provide you with updated disclosures regarding our products and services from time to time and you agree that you will promptly review such notices.

(g) Account Security. You are responsible for maintaining the confidentiality of your username and password used to access your Future Capital account, monitoring your Future Capital account regularly for unauthorized access, and notifying us immediately if you know of or suspect any unauthorized use of your information, including your username or password.

(h) If you are a fiduciary establishing an RA, you acknowledge a duty to use the RA for the benefit of the beneficiaries of any Trust, UTMA or UGMA, or other fiduciary account and not for yourself personally.

5. Fees. For our Services under this Agreement, we will charge fees in arrears at a rate of 0.125% per quarter (0.5% per annum) of the fair market value of the securities in your Account on the last business day of the quarter. With respect to the quarter in which you first enter into this Agreement, the fee will be prorated based on the date that we first manage your Account. Your fee will not exceed \$5,000.00 per year per Account. Future Capital may, without obtaining your signature, reduce your existing advisory fee. You will receive a notice showing the amount of the fee assessed for each applicable period for each Account. You authorize us to deduct and withdraw from your RA the fee for each period as calculated by us. You further authorize the independent custodian of your IRA to deduct from your IRA the fee for each period as calculated by us and remit it to us. You acknowledge that you may be required to pay and your Account may be charged other fees, such as brokerage and custodial fees, which are in addition to those charged under this Agreement. We will be responsible for compensating the Independent Adviser; you will not be required to pay any additional fees to the Independent Adviser.

6. Termination. You may terminate this Agreement at any time upon the provision of 5 days' advance written notice by contacting us at 1-866-738-5125 or at support@futurecapital.com. If you terminate this Agreement, you will not be entitled to a refund of any fees already paid. We, in our sole discretion and for any reason, may immediately suspend or terminate this Agreement or your rights to

access or use your Account at any time and upon notice to you. Reasons for termination may include but are not limited to our belief that have violated this Agreement or the Terms of Use or any inability of us to provide you with the Services. You agree that we will have no liability to you for suspension or termination. Cancellation or termination of this Agreement will not affect the validity of any action previously taken by either party under this Agreement or any liabilities or obligations incurred prior to termination, including your obligation to pay fees and expenses incurred before termination.

7. No Other Responsibilities. Neither Future Capital nor the Independent Adviser have any responsibility with respect to your Account other than those expressly stated in this Agreement. Without limiting the generality of the foregoing, neither Future Capital nor the Independent Adviser have any responsibility with respect to the voting of proxies for or determination on any other legal matter with respect to the securities in which your Account is or was invested. Securities in your IRA will be held by the independent custodian. The independent custodian will provide you with periodic statements that set forth the securities and cash positions in your IRA and the transactions in your IRA during the applicable period. The brokerage firm holding the assets of your RA will provide you with similar periodic statements.

8. Acknowledgement of Costs and Risks. ALL INVESTMENTS INVOLVE RISKS, INCLUDING BUSINESS, ECONOMIC, MARKET, POLITICAL, AND GEOPOLITICAL RISKS. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE SUCCESS. YOUR ACCOUNT MAY LOSE MONEY, INCLUDING PRINCIPAL, AND YOUR INVESTMENTS WILL FLUCTUATE DEPENDING ON MARKET CONDITIONS. YOU ACKNOWLEDGE THE INVESTMENT APPROACH, RISK FACTORS, AND FEES AND COSTS ASSOCIATED WITH THE INVESTMENT OF THE SECURITIES IN YOUR ACCOUNT AND THAT YOUR INVESTMENTS MAY DECLINE IN VALUE.

9. No Legal or Tax Advice; Legal Status. We do not provide legal, tax, or accounting advice. It is your responsibility to seek advice regarding your individual financial circumstances from an attorney, accountant, advisor, or other relevant professional. Future Capital and the Independent Adviser each is an investment adviser registered with the SEC under the Advisers Act. To the extent the IRA is subject to ERISA or Section 4975 of the Internal Revenue Code: (i) we acknowledge that we are a fiduciary with respect to the appointment of the Independent Adviser under this Agreement; and (ii) the Independent Adviser acknowledges that it is a fiduciary with respect to the investment advice it provides to the IRA under this Agreement. Recommendations will be implemented pursuant to advice provided by the Independent Adviser and not as a result of our exercise of discretionary authority, control, or responsibility. You understand that the relationship between Future Capital and the Independent Adviser is that of independent contractors. The parties hereto agree that the Independent Adviser is a third-party beneficiary of this Agreement, and that their agreements hereunder in respect of the Independent Adviser are binding on and legally enforceable by the Independent Adviser against you.

10. Account Rollover or Transfer Disclosure. The SEC's Standards of Conduct for Investment Advisers require registered investment advisers, among others, to provide clients with advice that is in their best interest. This Section 10 is meant to provide you with information concerning advantages, disadvantages, and alternatives that you should consider when deciding whether to roll over assets from your employer sponsored retirement account ("ESRA") into an IRA. Typically, you have the following options regarding your ESRA assets:

- (a) Keep the assets in your ESRA (or rollover to a new ESRA, where applicable and permitted).

- (b) Rollover the assets into an IRA. The assets can continue to grow on a tax-deferred basis and the rollover is not subject to federal or state taxes. Tax-deferred means you will pay federal and state taxes upon the amount you withdraw for retirement each year.
- (c) Withdraw the assets and pay applicable taxes. Cashing out means the assets will not continue to grow on a tax-deferred basis, you will be required to pay federal and state taxes, and under certain circumstances, and an early withdrawal penalty may apply.

You are not required to rollover any assets into an IRA, regardless of any recommendation we provide. If we recommend that you rollover ESRA assets into your IRA and you subsequently hire us to manage the IRA assets, we will earn an asset-based fee. If you leave or place the assets in an ESRA not managed by us, this will result in little or no compensation to us. If you leave or place the assets in an ESRA managed by us, we are compensated for asset management services in accordance with your contract. We have a duty under the law to act in your best interest exercising reasonable diligence, care, and skill in making a recommendation, despite any economic incentive that may exist for us to recommend a rollover or otherwise. Our recommendations are based on the information you provide to us regarding your risk tolerance, objectives, and financial circumstances.

Investment Advisers also have an obligation to provide advice in their client's best interest when recommending any transfer of assets to or from your Account if the account from which the assets will be transferred or the account to which the assets will be transferred is a different account type from the Account. Advice about account type includes advice about whether to open or invest through a certain type of account (e.g., a commission-based brokerage account or a fee-based advisory account).

The information provided above is meant for general educational purposes only. Nothing contained herein should be taken as advice or a recommendation. You should consult tax and legal professionals for advice regarding your particular circumstances. We do not provide tax or legal advice of any kind.

11. Receipt of Form ADV and Initial Privacy Notice. You acknowledge receipt of each of the following: (a) ProNvest dba Future Capital's Form ADV Part 2A, Form ADV Part 3, and Privacy Notice which are also located at <https://www.futurecapital.com/legal>; and (b) the Independent Adviser's Form ADV Part 2A which is also available at www.adviserinfo.sec.gov. When you register for an online account with Future Capital, a copy of each of the aforementioned documents will be placed in your online documents folder. You may contact us to obtain an additional electronic copy of any disclosure document or to request a hard copy be sent to you at no charge.

12. Electronic Communication Consent; Electronic Signatures. To the greatest extent allowed by law, you consent to receive all communications and notices electronically via the email address you provide to us. You may request a paper copy of any electronic communication by contacting us at 1-866-738-5125 or support@futurecapital.com. We reserve the right to charge a reasonable fee for producing and mailing the paper version. You may also withdraw your consent to receive electronic communications at any time by contacting us at the phone number listed above. You understand that withdrawing your consent could result in your access to certain of our services being restricted or terminated. You agree that your electronic signature, including but not limited to the use of a mouse, keypad, or other electronic device to select any icon, item, or button, constitutes your signature and is the legal equivalent of your manual signature on this Agreement. Your intentional action in electronically accepting the terms of this Agreement and use of the Services are valid evidence of your consent to be legally bound by this Agreement. The use of an electronic version of these documents fully satisfies any requirement that they be provided to you in writing. You may contact us to obtain a record of the documents that you electronically accepted.

13. Notice.

(a) **Notice to Client.** All communications we send to your email address registered with us will be deemed as delivered and will constitute proper and effective notice. You agree that all notices, agreements, disclosures, documents, statements, data, records, and other communications that we provide to you electronically satisfy the same legal requirements that would be satisfied if such were provided in a hardcopy form. It is your responsibility to provide us with your correct email address and to update your email address when necessary. If you do not provide us with an email address, notice will be provided to your mailing address on file with Future Capital through a nationally recognized carrier via overnight delivery or first-class postage prepaid mail.

(b) **Notice to Future Capital.** Notice to us must be sent through a nationally recognized carrier via overnight delivery or first-class postage prepaid mail to: ProNvest, Inc. dba Future Capital Attn: Compliance, 1110 Market Street, Suite 402, Chattanooga, TN 37402.

14. Governing Law. This Agreement will be deemed to have been made in the State of Tennessee and to the maximum extent allowed by law, and in compliance with the Advisers Act, will be governed by the laws of the State of Tennessee, without reference to principles of conflicts or choice of laws.

15. Severability. If any provision of this Agreement is held invalid or unenforceable by reason of any law, rule, order, or judicial decision, such determination will have no effect on the validity of the remaining provisions of this Agreement.

16. No Waiver. No provision of this Agreement will be deemed waived, altered, modified, or amended unless agreed to in writing by us.

17. Entire Agreement; Amendment; Modification of Services. This Agreement sets forth the entire understanding of the parties with respect to the Services. All previous agreements and understandings between us and you regarding the subject matter of this Agreement, whether written or oral, are superseded by this Agreement. Future Capital may amend this Agreement by providing you with 30 calendar days' advance notice.

18. Assignment. We may not assign our rights and duties under this Agreement to any of our successors, subsidiaries, affiliates, or any other entity without obtaining your consent. You will be deemed to have consented to us assigning our rights and duties under this Agreement if after receiving adequate written electronic notice of a proposed assignment, you do not serve notice of objection to us. You may not assign the rights and obligations under this Agreement without first obtaining our prior written consent. Any purported assignment in violation of this Agreement will be void.

BY SIGNING OR ELECTRONICALLY ACCEPTING THIS SERVICE AGREEMENT (WHETHER THROUGH ELECTRONIC SIGNATURE, CLICKWRAP, BROWSEWRAP, OR OTHERWISE), YOU REPRESENT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT, THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU CONSENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU SHOULD RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.