



EMPLOYER SPONSORED RETIREMENT ACCOUNT SERVICE AGREEMENT

AUTO-MANAGE

This Employer Sponsored Retirement Account Service Agreement (“**Agreement**”) sets forth the terms and conditions under which ProNvest, LLC, doing business as Future Capital (“**Future Capital**,” “**we**,” “**our**,” “**us**”), an investment adviser registered 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 you, (“**Client**,” “**you**,” “**your**”). 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. Future Capital Services. Upon our receipt of authorization from your retirement plan sponsor and subject to the terms and conditions of this Agreement, Future Capital will provide Services with respect to the securities in your Employer Sponsored Retirement Account (“each of which is referred to as an **Account**”).

(a) Initial Minimum Balance. Future Capital will automatically initiate Services when your Account balance equals or exceeds \$100.00. Future Capital will not automatically initiate Services if your initial Account balance is less than \$100.00. If your initial Account balance is less than \$100.00 and you would like to receive the Services, you must either (i) provide required information through a web-based retirement planning tool (“**Retirement Planning Tool**”); (ii) submit to us a completed Future Capital Option Form, attached hereto as Exhibit A; or (iii) make arrangements with our Client Success Team. Following initiation of the Services, Future Capital will not terminate Services due solely to your Account balance later falling below \$100.00.

(b) 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. 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.

(c) Investment Strategy. Unless you first choose your investment strategy or make alternative arrangements with us, Future Capital will manage your Account in a moderate, age-based investment strategy beginning on the date specified by your retirement plan sponsor, or, if no date is specified by your retirement plan sponsor, within 30 calendar days following our receipt of notice that you are eligible for the Services.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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. Authorizations. You appoint Future Capital to provide the 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 Future Capital to first consult with or notify you. You appoint and authorize the Independent Adviser to act as independent adviser and to make investment selection decisions for the model portfolio strategy. No cash, securities, or any property will be paid or delivered to Future Capital except the fees described in Section 5. This Limited Power of Attorney will continue until this Agreement is terminated as provided in Section 6 or Future Capital receives notice of your 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 about your holdings and balances ("**Third-Party Account Information**"). Third-Party Account Information may include personally identifiable information and personal financial 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 or your relationship with any 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.

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

(d) 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.

(e) 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.

(f) 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.

5. Fees. In exchange for our provision of the Services, Future Capital will charge you an advisory fee in accordance with the attached Future Capital Advisory Fee Schedule. You will receive a notice showing the amount of the fee assessed for each applicable period. You hereby authorize the retirement plan platform provider or custodian to deduct the fee, as calculated by Future Capital, from your Account for each period and remit the fee to Future Capital. 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. Future Capital may, without obtaining your signature, reduce your existing advisory fee. Future Capital is responsible for compensating the Independent Adviser. You are not required to pay additional fees to the Independent Adviser.

6. Term and Termination. You may terminate this Agreement at any time and for any reason upon five business days' advance notice to Future Capital. Future Capital may, at any time and for any reason upon notice to you, immediately suspend or terminate this Agreement. Reasons for suspension or termination by Future Capital may include (a) Future Capital's belief that you have violated this Agreement or the Terms of Use; (b) your Account balance is \$0.00 for more than 30 consecutive calendar days; or (c) Future Capital, for any reason, is unable to provide you or your Account with the Services. Termination of this Agreement will not affect the validity of any action previously taken by you or us 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 the responsibilities expressly stated in this Agreement and have no responsibility with respect to the selection of the securities made available by a retirement plan sponsor for investment by your Account, or 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. The retirement plan platform provider will provide you with periodic statements that set forth the securities and cash positions in your Account and the transactions in your Account during the applicable period.

8. No Legal or Tax Advice. Future Capital does not provide legal, tax, or accounting advice. It is your responsibility to seek advice and review any financial transaction or arrangement that may have tax, accounting, or legal implications with professional advisors on the respective subject matter.

9. Legal Status; Relationship. ProNvest dba Future Capital and the Independent Adviser each is an investment adviser registered with the SEC under the Advisers Act. To the extent a retirement plan is subject to ERISA or Section 4975 of the Internal Revenue Code, Future Capital acknowledges that it is a fiduciary with respect to the appointment of the Independent Adviser under this Agreement, and the Independent Adviser acknowledges that it is a fiduciary with respect to the investment advice it provides under this Agreement. You understand that the relationship between Future Capital and the Independent Adviser is that of independent contractors. You and Future Capital both agree that the Independent Adviser is a third-party beneficiary of this Agreement, and that your and our agreements hereunder in respect of the Independent Adviser are binding on and legally enforceable by the Independent Adviser against you.

10. Receipt of Form ADV and Initial Privacy Notice. You acknowledge that your retirement plan sponsor has provided you with 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 <https://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.

11. 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 Future Capital. 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 a paper version of certain documents. You may withdraw your consent to receive electronic communications at any time by contacting us at the phone number or email address provided in this section. You understand that your access to the Services may be restricted or terminated if you withdraw your consent to receive electronic communications. 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 accepted through electronic means.

12. Notice.

(a) Notice to You. All communications we send to your email address on file or registered with Future Capital 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 Future Capital must be sent through a nationally recognized carrier via overnight delivery or first-class postage prepaid mail to: ProNvest, LLC, dba Future Capital, Attn: Compliance, 1110 Market Street, Suite 402, Chattanooga, Tennessee 37402.

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

14. Severability. If any part, term, or provision of this Agreement is held to be illegal, in conflict with any law or court decision, or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held to be illegal or invalid.

15. No Waiver. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving party.

16. 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.

17. 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 you do not serve notice of objection to us after receiving adequate written electronic notice of a proposed assignment. 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.

