

alphaAI Capital Management LLC
201 Folsom St
San Francisco, CA 94105

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement") is by and between alphaAI Capital Management LLC (herein referred to as "Advisor") the Client (herein referred to as "Client"), to provide Client with investment advisory services via its brokerage account established at the Client's designated custodian as listed in Item 4 of this Agreement, herein referred to as the "Account." This Agreement becomes effective on the date in which the Advisor receives the signed Agreement. The terms and conditions of this Agreement are as follows:

1. Advisor Authority and Responsibilities. Advisor shall have the power and authority to supervise and direct on a discretionary basis the investments of and for the account of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, unless specifically directed otherwise in writing by the Client, the transactions in the Account shall be made in accordance with the investment goals discussed with the Client, and as they may be amended from time to time by the Client by notice to Advisor.

2. Client Authority and Responsibilities. The Client represents and confirms that the Client is authorized to enter into an Agreement with the Advisor and that such engagement, pursuant to this Agreement, does not violate any obligations by which the Client is bound. The Client agrees to deliver to Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account and that no restrictions on disposition exist as to any such property.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor cannot give any advice or take any action with respect to the voting of these proxies.

3. Expenses and Fees.

3.1 Fee Structure. The Client will pay the Advisor, on a monthly basis in arrears, one of the following, as determined by the Advisor's application (the "Fee Table"):

(a) Flat Subscription Fee (Fixed Fee Tier): A fixed monthly fee as set forth in the Fee Table. Paid in arrears, due within five business days following each calendar month.

(b) AUM-Based Management Fee (Asset-Based Tier): A percentage fee, based on the Client's daily average assets under management (AUM) during the calendar month, as specified in the Fee Table. The

average AUM will be calculated by summing the daily closing balances for each active trading day during the month and then dividing the total by the number of active trading days. Paid in arrears, due within five business days following each calendar month.

The applicable flat fee or AUM fee rate, and the Fee Table applicable to this Agreement are provided to the Client via the Advisor's application and incorporated herein by reference. The tier is determined based on the Client's AUM value as indicated in the Advisor's application.

3.2 Fee Changes and Grandfathering. The Advisor may modify its fee schedule at any time with notice to the Client.

(a) If the Client does not accept a new fee schedule, they may terminate the Agreement without penalty.

(b) Clients may be grandfathered into a previously selected fee schedule, at the Advisor's discretion, as described in the Fee Table.

3.3 Method of Calculation.

(a) Flat Fee: Based on selected tier.

(b) AUM Fee: Calculated as (monthly average AUM) × (applicable rate).

3.4 Billing and Payment Authorization.

(a) Fees are paid monthly in arrears, as set forth in Section 3.1.

(b) Client authorizes Advisor to debit fees directly from the Account held at the Custodian.

3.5 Proration. In the event that this Agreement is initiated, terminated, or amended mid-month, fees will be prorated based on the number of days services were provided during that month.

4. Custody and Brokerage Transactions. The Client has appointed Interactive Brokers LLC ("Custodian") to take and have possession of the assets of the Account. Advisor shall not maintain possession of nor have custodial responsibility for such assets.

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through Custodian, under the Client's independent, exclusive agreement with Custodian. The Client shall be responsible for such brokerage expense as billed directly by Custodian. The Client acknowledges that directing the brokerage activities solely to Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The terms of the custody/brokerage account, which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and Custodian. Advisor shall not be liable to the Client for any act, conduct or omission by Custodian acting as broker or custodian. Advisor shall not be responsible for ensuring Custodian's compliance with the terms of the brokerage account and payment of brokerage or custodian charges and fees. Client acknowledges that Custodian will provide duplicate confirms and/or electronic access to Advisor for all trades in brokerage account. Advisor is authorized and empowered to issue instructions to Custodian and to request information about the brokerage account from Custodian.

5. Aggregation. Based on the account ownership structure and independent agreements between the Client and Custodian, Advisor may or may not aggregate security trades with other accounts managed by the Advisor.

Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterpart for other clients of Advisor or with affiliates of Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

6. Confirmation of Trades. The Client and Advisor will direct that confirmations of any transactions effected for the Account will be sent, in conformity with applicable law, to the Client with a copy to Advisor.

7. Liability. The Federal and State securities laws impose liabilities under certain circumstances even on persons who act in good faith. Therefore, this agreement does not constitute a waiver of any Client's legal rights under common law or Federal and State securities laws.

8. Conflicts of Interest. The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Advisor, its officers, directors or employees or any of the Advisor's affiliates, may have substantial economic interest, until the Advisor is able to fully disclose any conflicts of interest to the Client.

9. Non-Exclusive Advisory Services. It is understood that Advisor performs investment advisory services for various clients. The Client agrees that Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account. However, in practice, the Advisor, to the extent practical, will endeavor to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that Advisor, its directors, officers, affiliates and employees, and other clients of Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account. Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account any security or other asset which Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of Advisor.

10. Reliance of Information. The Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

11. Termination and Cancellation. Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party. This Agreement shall continue until terminated by either party. The Agreement may be terminated, at any time, by either party, by written notice to the other party. Clients will be responsible for the prorated fees based on the number of days in the month, up to and including the date of termination. If fees have been prepaid by the Client, upon termination or in the case of nonperformance, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to client.

12. Governing Law Disputes. To the extent Federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of California.

13. Disclosure. Advisor represents it is registered as an investment advisor or exempt from such registration with the U. S. Securities and Exchange Commission or necessary state securities commission(s) in accordance with applicable state law(s). Client acknowledges receipt of the Advisor's disclosure brochure (Form ADV Part 2) and client relationship summary (Form ADV Part 3) containing all necessary information regarding the Advisor's services and fees, as applicable and governed by law. If the appropriate disclosure brochure was not delivered to the Client at least 48 hours prior to the Client entering into any written advisory contract with this investment advisor, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or otherwise signified their acceptance, any other provisions of the contract notwithstanding.

14. Privacy. Client has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments; provided, however, that Client authorizes Advisor to contact Client's accountants, attorneys and other consultants as deemed necessary by Advisor.

15. Entire Agreement. This Agreement embodies all understandings and agreements of the parties to it with respect to the subject matter of this Agreement and the terms and conditions of this Agreement. This Agreement may not be amended except in writing signed by both of the parties.

16. Notices. All notices required or permitted to be sent under this Agreement shall be sent to Advisor: investors@alphaai.capital

or if to the Client: to the email address provided by the Client during the signup process.

or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered by facsimile, overnight mail or by hand. Any notice shall be deemed to be given only upon actual receipt.

17. Electronic Delivery. The Client agrees to the delivery by email or other electronic communication methods acceptable and agreed to by Client, of all notices and documents required to be delivered by Advisor under this Agreement.