

Investment Advisory Agreement

alphaAI Capital Management LLC | Effective date: May 14, 2026

PLEASE READ THIS INVESTMENT ADVISORY AGREEMENT CAREFULLY BEFORE ACCEPTING IT. IT GOVERNS THE ADVISORY RELATIONSHIP BETWEEN YOU AND ALPHAAI CAPITAL MANAGEMENT LLC AND CONTAINS IMPORTANT PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS, INCLUDING A MANDATORY BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER (SECTION 18), A LIMITATION OF ALPHAAI'S LIABILITY TO YOU (SECTION 12), AND A SHORTENED TIME LIMIT TO BRING CLAIMS (SECTION 18.7).

This Investment Advisory Agreement (this "Agreement") is entered into between alphaAI Capital Management LLC, a California limited liability company and an investment adviser registered with the U.S. Securities and Exchange Commission ("Advisor," "alphaAI," "we," "us," or "our"), and the individual identified during the onboarding process as the client ("Client" or "you"). Advisor and Client are each a "Party" and together the "Parties."

This Agreement is part of a package of documents that together govern your relationship with Advisor, which includes: (i) this Agreement; (ii) Advisor's Form ADV Part 2A brochure and Part 2B brochure supplement; (iii) Advisor's Form CRS client relationship summary; (iv) Advisor's Privacy Policy; (v) Advisor's Terms of Use; (vi) Advisor's Disclosures; and (vii) Advisor's Fee Schedule (collectively, the "Account Documents").

This Agreement becomes effective when Client accepts it by checking the acceptance box and submitting the onboarding flow in Advisor's application, as further described in Sections 19 and 20.21 below (the "Effective Date").

1. Parties and Engagement

Subject to the terms of this Agreement, Client engages Advisor to provide discretionary investment advisory services with respect to the brokerage account that Client establishes at Alpaca Securities LLC, the custodian designated in Section 6 (the "Account"). Advisor accepts the engagement and agrees to provide investment advisory services as described in this Agreement, subject to Client's investment profile as further described in Section 3.

2. Advisory Services and Discretionary Authority

Client grants Advisor full discretionary authority to manage the Account on Client's behalf. Subject to applicable law and the terms of this Agreement, Advisor is authorized to:

- Buy, sell, exchange, hold, and otherwise trade securities and other instruments in the Account
- Select investment strategies for the Account based on Client's investment profile
- Rebalance the Account in accordance with the selected strategy
- Engage in tax management techniques, including tax-loss harvesting
- Trade fractional shares
- Use margin for strategies that involve leveraged or short exposure, subject to the terms of Client's separate agreement with the Custodian regarding margin lending and to applicable regulatory requirements
- Trade leveraged and inverse exchange-traded funds (ETFs)
- Trade exchange-traded cryptocurrency products
- Trade individual equity securities, where the strategy in effect on the Account contemplates such holdings
- Determine trade timing and execution
- Aggregate trades as described in Section 7
- Engage service providers in connection with the foregoing

Advisor seeks best execution consistent with its fiduciary duty under applicable law. Advisor is NOT authorized to, and does not, do the following:

- Trade options or derivatives other than the instruments listed above
- Vote proxies for securities held in the Account; Client retains all proxy voting authority and responsibility, and Advisor will neither vote proxies nor advise Client on how to vote them
- Provide tax, legal, or accounting advice
- Take physical custody of Client cash or securities

3. Strategy Selection and Investment Profile

During onboarding and as updated from time to time, Client provides information about Client's financial situation, investment objectives, risk tolerance, time horizon, and any reasonable restrictions Client wishes to impose on the management of the Account (collectively, Client's "Investment Profile"). Based on the Investment Profile, Client selects a strategy from those offered by Advisor or accepts a strategy recommended by Advisor.

Advisor will manage the Account in accordance with the selected strategy and Client's Investment Profile. Client may change Client's strategy selection or update the Investment Profile through the application. Strategy changes may result in trades that have tax

consequences for which Client is solely responsible. Client agrees to notify Advisor promptly of any material change in financial situation, investment objectives, risk tolerance, or restrictions, and acknowledges that Advisor is entitled to rely on the most recent Investment Profile Client has provided.

4. Client Representations and Responsibilities

Client represents and warrants to Advisor that, as of the Effective Date and at all times during the term of this Agreement:

- Client is at least 18 years old, has the legal capacity to enter into and perform this Agreement, and is a resident of the United States
- Client has the authority to invest the assets in the Account and to enter into this Agreement, and entering into this Agreement does not violate any obligation by which Client is bound
- Client owns the assets deposited in the Account free and clear of restrictions on disposition, except as disclosed to Advisor in writing
- All information Client has provided to Advisor, including in the Investment Profile and during onboarding, is accurate, complete, and current
- Client will promptly notify Advisor of any material change in the information provided to Advisor, including changes in financial circumstances, investment objectives, risk tolerance, or restrictions
- Client is solely responsible for voting proxies relating to securities held in the Account and for receiving and responding to corporate actions, class action notices, bankruptcy notices, and similar communications

Client agrees to deliver promptly to Advisor any documents Advisor reasonably requests in connection with the Account. Advisor is entitled to rely on information provided by Client without further investigation, and Advisor is not liable for any losses, costs, or claims arising from Client's failure to provide accurate or current information.

5. Fees and Billing

Client agrees to pay Advisor advisory fees in accordance with Advisor's Fee Schedule, which is described in Advisor's Form ADV Part 2A brochure (Item 5) and made available through Advisor's application. By accepting this Agreement, Client acknowledges receipt of the Fee Schedule and the corresponding disclosures in Advisor's Form ADV Part 2A brochure prior to or at the time of entering into this Agreement.

Fees are calculated based on assets under management in the Account and are billed monthly in arrears, unless otherwise specified in the applicable Fee Schedule. Client authorizes Advisor to instruct the Custodian to debit advisory fees directly from the Account. The Custodian reflects fee deductions on Client's account statements.

If this Agreement is terminated or initiated mid-month, fees are pro-rated based on the number of days during that month that services were provided. Advisor does not refund fees previously deducted for prior periods.

Advisor may modify the Fee Schedule from time to time upon at least fifteen (15) days' prior written notice to Client. If Client does not accept the modified Fee Schedule, Client may terminate this Agreement without penalty prior to the effective date of the change, in accordance with Section 16. Continued use of Advisor's services after the effective date constitutes acceptance of the modified Fee Schedule. Advisor may, in its discretion and based on objective criteria described in the applicable Fee Schedule, grandfather Clients into a previously selected Fee Schedule.

Custodian and other third parties may charge their own fees, including transaction-related costs, in connection with the Account. Those fees are governed by Client's separate agreements with those third parties and are in addition to Advisor's advisory fees.

6. Custody and Brokerage

Client has appointed Alpaca Securities LLC, a registered broker-dealer and member of FINRA and SIPC, as custodian of the Account (the "Custodian"). The Custodian holds, takes possession of, and has custodial responsibility for the assets of the Account. Advisor does NOT have custody of Client's cash or securities within the meaning of Rule 206(4)-2 under the Investment Advisers Act of 1940.

The terms of the brokerage and custody relationship between Client and the Custodian are governed solely by the separate agreement between Client and the Custodian. Advisor is not a party to that agreement, is not responsible for ensuring the Custodian's compliance with its terms, and is not responsible for the payment of brokerage, custody, margin, or other charges and fees assessed by the Custodian.

Advisor will direct and place orders for the execution of transactions with or through the Custodian on Client's behalf. Advisor is authorized to transmit trade instructions to the Custodian electronically, to receive duplicate confirmations and electronic access to information about the Account, and to request information about the Account from the Custodian. Advisor seeks best execution of transactions consistent with its fiduciary duty under applicable law. Advisor is not liable for any act, conduct, or omission of the Custodian. While Advisor typically uses a single custodian, Advisor periodically evaluates this arrangement to determine whether it remains in the best interest of clients and consistent with its duty to seek best execution.

7. Trade Aggregation

Advisor is authorized, in its discretion, to aggregate purchases, sales, and other transactions made for the Account with similar transactions for other clients of Advisor or affiliates of Advisor. When transactions are 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 at the average price obtained. Whether trades are aggregated may depend on the account ownership structure, the independent agreements between Client and the Custodian, and operational considerations.

8. Confirmation of Trades and Account Statements

The Custodian sends Client confirmations of transactions effected for the Account and periodic Account statements, in conformity with applicable law. Advisor receives duplicate confirmations and electronic access to information about the Account. Client agrees to review Account statements and trade confirmations promptly and to notify Advisor and the Custodian of any errors or unauthorized transactions.

9. AI and Algorithmic Investment Process

Client acknowledges that Advisor uses proprietary algorithms, quantitative models, artificial intelligence and machine-learning tools, and automated systems to construct and manage portfolios (the “Advisor Systems”). The Advisor Systems analyze a range of inputs, including fundamental, technical, macroeconomic, and alternative data, to generate signals that inform portfolio decisions. Portfolio decisions are implemented through predefined rules for allocation, trading, and risk management within limits aligned to Client’s Investment Profile.

Client expressly acknowledges and accepts the following risks of the Advisor Systems:

- The Advisor Systems are trained on historical data and may not perform as expected in market conditions outside of the data on which they were trained
- The Advisor Systems can produce inaccurate signals, fail to recognize material changes in market regimes, or be affected by errors or limitations in input data, code, or underlying assumptions
- Adaptive portfolio management responds to changing conditions but may not avoid losses, may execute trades at unfavorable prices, and may produce losses from whipsaw if conditions reverse quickly after an adjustment
- Phrases such as “automated downside protection” describe a risk management approach. They are not guarantees of loss avoidance, and downside protection

mechanisms may fail to engage, may engage at the wrong time, or may detract from returns in conditions where they were not needed

- Strategies involving leveraged or inverse ETFs, exchange-traded cryptocurrency products, margin, or short exposure carry additional risks, including the potential for losses that exceed those that would arise in an unleveraged, unhedged, long-only portfolio of standard ETFs

Advisor is responsible for the design, calibration, monitoring, and ongoing review of the Advisor Systems and remains accountable for portfolio decisions made on behalf of Client under Advisor's fiduciary duties as an SEC-registered investment adviser. The Advisor Systems are tools used by Advisor; they are not a substitute for Advisor's professional judgment, fiduciary obligations, or compliance with applicable law. Client bears all investment risk associated with the Account, including risks arising from signals generated by the Advisor Systems or the implementation of those signals.

10. Conflicts of Interest and Code of Ethics

Advisor maintains a written Code of Ethics in accordance with Rule 204A-1 under the Investment Advisers Act of 1940. The Code of Ethics governs personal securities trading by Advisor's personnel and addresses related conflicts of interest. A copy of Advisor's Code of Ethics is available to Client on request.

Advisor's Form ADV Part 2A brochure describes Advisor's material conflicts of interest in greater detail. Client should review Form ADV Part 2A carefully. Advisor may, in its discretion, refrain from rendering advice or taking action concerning securities of companies in which Advisor, its affiliates, or its or their personnel have a material economic interest, pending appropriate disclosure or other resolution of the conflict.

11. Non-Exclusive Services

Client acknowledges that Advisor provides investment advisory services to multiple clients and that Advisor may give advice and take action with respect to other clients that differs from the advice given to, or the timing or nature of actions taken on behalf of, Client. To the extent practical, Advisor will allocate investment opportunities among clients on a fair and equitable basis over time. Nothing in this Agreement limits or restricts Advisor, its affiliates, or its or their personnel from trading securities or other assets for their own accounts, subject to Advisor's Code of Ethics.

12. Standard of Care, Limitation of Liability, and Indemnification

12.1 Standard of Care

Advisor will perform its services under this Agreement with the care, skill, prudence, and diligence required of a fiduciary under the Investment Advisers Act of 1940 and other applicable law.

12.2 Limitation of Liability

EXCEPT FOR LIABILITIES ARISING FROM ADVISOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, AND EXCEPT FOR LIABILITIES THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, ADVISOR WILL NOT BE LIABLE TO CLIENT FOR ANY LOSS OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED UNDER IT, INCLUDING LOSSES ARISING FROM: MARKET MOVEMENTS OR INVESTMENT RESULTS; ACTIONS TAKEN IN ACCORDANCE WITH CLIENT'S INVESTMENT PROFILE OR INSTRUCTIONS; THE ADVISOR SYSTEMS, INCLUDING MODEL ERROR, DATA INACCURACIES, OR TECHNOLOGY FAILURES; ACTS, OMISSIONS, OR FAILURES OF THE CUSTODIAN OR OTHER THIRD PARTIES; OR EVENTS DESCRIBED IN SECTION 13 (FORCE MAJEURE).

ADVISOR'S TOTAL AGGREGATE LIABILITY TO CLIENT FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF LEGAL THEORY, WILL NOT EXCEED THE TOTAL ADVISORY FEES CLIENT PAID TO ADVISOR IN THE SIX MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT WILL ADVISOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUES, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.3 Anti-Waiver

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing in this Agreement constitutes a waiver of Client's legal rights under common law or the federal or state securities laws, including Section 215 of the Investment Advisers Act of 1940, which voids any condition, stipulation, or provision binding any person to waive compliance with that Act. To the extent any provision of this Agreement is inconsistent with non-waivable rights under applicable law, that provision is modified to the minimum extent necessary to comply with applicable law.

12.4 Indemnification by Client

To the fullest extent permitted by applicable law, Client agrees to indemnify, defend, and hold harmless Advisor, its affiliates, and its and their officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable

attorneys' fees) arising out of or relating to: (a) Client's breach of this Agreement; (b) Client's violation of any applicable law or regulation; (c) inaccurate, incomplete, or outdated information Client provides to Advisor; or (d) Client's failure to provide required documents or notices.

13. Force Majeure

Advisor will not be liable for any delay or failure to perform under this Agreement caused by events beyond its reasonable control, including acts of God, natural disasters, fires, floods, earthquakes, severe weather, pandemics or public health emergencies, war, terrorism, civil unrest, government actions or orders, embargoes, sanctions, labor disputes, internet, telecommunications, or utility outages, cyberattacks, denial-of-service attacks, failures of third-party services or infrastructure, market disruptions, exchange or trading halts, or other events that could not have been prevented through reasonable diligence.

14. Tax Matters

Advisor does not provide tax, legal, or accounting advice, and nothing in this Agreement or in the services provided under it constitutes tax advice. Client is solely responsible for the tax consequences of Account activity, including any trades, distributions, dividends, interest, capital gains, and losses, and for Client's own tax compliance, reporting, and filings. The Custodian, not Advisor, prepares and delivers tax reporting documents, including Form 1099, to Client.

Strategies that incorporate tax-loss harvesting or other tax considerations do not guarantee any specific tax outcome. Tax-loss harvesting is subject to the wash sale rules under Section 1091 of the Internal Revenue Code and related guidance, which may disallow losses in certain circumstances. The actual tax benefits of any such strategy depend on Client's individual circumstances, including Client's other investment activity inside and outside of the Account, marginal tax rates, holding periods, and changes in tax law. Client is encouraged to consult Client's own tax professional before making any investment decision.

15. Privacy and Data Sharing Authorization

Advisor's collection, use, and sharing of Client information is governed by Advisor's Privacy Policy. Client acknowledges receipt of the Privacy Policy. Client authorizes Advisor to share Client information with the Custodian, with service providers engaged by Advisor in connection with the services described in this Agreement, with regulators in order to satisfy Advisor's regulatory obligations, and with other third parties as described in the Privacy Policy or as required or permitted by applicable law.

16. Termination

Client may terminate this Agreement at any time by providing written notice to Advisor at support@alphaai.capital or through the application. Advisor may terminate this Agreement with reasonable prior written notice to Client (generally not less than 30 days), except that Advisor may terminate this Agreement immediately upon notice for cause, including in the event of Client's breach of this Agreement, suspected fraud or unlawful activity, regulatory or legal requirement, or termination of Client's relationship with the Custodian.

Upon termination of this Agreement:

- Advisor will liquidate the positions in the Account in an orderly manner, subject to market conditions and the requirements of the Custodian
- Client will be solely responsible for withdrawing funds from the Account at the Custodian and for providing any necessary instructions to the Custodian
- Once funds have been withdrawn or as otherwise directed by the Custodian, the Account will be closed in accordance with the Custodian's policies
- Advisory fees will be pro-rated through the effective date of termination. Advisor does not refund fees previously deducted for prior periods
- Client remains responsible for the tax consequences of any liquidation, including capital gains and losses

The following provisions survive termination of this Agreement: Sections 4 (with respect to representations relating to information previously provided), 5 (with respect to fees accrued through the termination date), 10, 12, 14, 15, 17, 18, 20, and 21.

17. Assignment

Neither Party may assign this Agreement or any of its rights or obligations under it without the prior consent of the other Party, in accordance with Section 205 of the Investment Advisers Act of 1940. For purposes of this Section 17, "assignment" includes any direct or indirect change of control of Advisor as defined under the Investment Advisers Act.

Client's consent to an assignment by Advisor may be obtained through the following deemed-consent procedure, to the extent permitted by applicable law: Advisor will provide Client with at least thirty (30) days' prior written notice of a proposed assignment. If Client does not object in writing to the assignment within that period, Client's continued acceptance of services from Advisor (or its assignee) after the effective date of the assignment will be deemed to constitute Client's consent to the assignment. If Client objects, Client may terminate this Agreement in accordance with Section 16 without penalty.

18. Dispute Resolution, Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES CLIENT AND ADVISOR TO RESOLVE MOST DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND WAIVES CLIENT'S RIGHT TO PARTICIPATE IN A CLASS ACTION OR JURY TRIAL.

18.1 Informal Resolution

Before initiating any formal proceeding, Client and Advisor agree to attempt to resolve any dispute informally. The Party raising the dispute will send a written notice to the other Party describing the nature and basis of the dispute and the relief sought. Notice to Advisor must be sent to support@alphaai.capital. Notice to Client will be sent to the email address on file for the Account. The Parties will then attempt in good faith to resolve the dispute through informal discussion for at least thirty (30) days before initiating arbitration or any other proceeding.

18.2 Binding Arbitration

Except as set forth in Section 18.5, Client and Advisor agree that any dispute, claim, or controversy arising out of or relating to this Agreement, the services provided under it, the advisory relationship, or any other matter between Client and Advisor (each, a "Dispute") will be resolved exclusively through final and binding individual arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as modified by this section. The Consumer Arbitration Rules are available at adr.org.

The arbitration will be conducted by a single arbitrator. The seat of arbitration is the State of California. The arbitrator may conduct hearings in person, by videoconference, by telephone, or based on written submissions, as the arbitrator determines appropriate under the AAA Consumer Arbitration Rules. The arbitrator has exclusive authority to resolve any Dispute, including any question regarding the existence, scope, or enforceability of this arbitration agreement, except that a court has authority to decide whether a Dispute is within the scope of the carve-outs in Section 18.5. The arbitrator's award is final and binding and may be entered as a judgment in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement.

18.3 Class Action Waiver

CLIENT AND ADVISOR EACH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN CLIENT'S OR ADVISOR'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. IF THIS

WAIVER IS FOUND TO BE UNENFORCEABLE WITH RESPECT TO A PARTICULAR CLAIM OR REQUEST FOR RELIEF, THEN THAT CLAIM OR REQUEST FOR RELIEF, AND ONLY THAT CLAIM OR REQUEST FOR RELIEF, WILL BE SEVERED FROM THE ARBITRATION AND BROUGHT IN COURT, AND ALL OTHER CLAIMS WILL PROCEED IN ARBITRATION.

18.4 Opt-Out

Client may opt out of the arbitration agreement and class action waiver in Sections 18.2 and 18.3 by sending written notice to support@alphaai.capital within thirty (30) days after first accepting this Agreement. The notice must include Client's full name, the email address associated with the Account, and a clear statement that Client wishes to opt out of arbitration. Opting out will not affect any other provision of this Agreement or Client's ability to use Advisor's services.

18.5 Exceptions

Notwithstanding the foregoing, either Party may: (a) bring an individual action in small claims court, provided the matter remains in that court and is brought on an individual (non-class, non-representative) basis; (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent or stop the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidentiality obligations; and (c) bring an action to compel arbitration or to enforce an arbitration award.

18.6 Governing Law and Venue

This Agreement and any Dispute are governed by the laws of the State of California, without regard to its conflict-of-laws principles, except that the Federal Arbitration Act governs the interpretation and enforcement of the arbitration agreement in this Section 18 and except that the Investment Advisers Act of 1940 and other applicable federal securities laws govern matters within their scope. For any Dispute not subject to arbitration, Client and Advisor consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of California, and waive any objection to those courts based on inconvenient forum or otherwise.

18.7 Time Limitation on Claims

ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED UNDER IT MUST BE FILED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUED. IF NOT FILED WITHIN THAT PERIOD, THE CLAIM IS PERMANENTLY BARRED. THIS LIMITATION DOES NOT APPLY TO ANY CLAIM THAT CANNOT, AS A MATTER OF LAW, BE SHORTENED BY AGREEMENT.

19. Electronic Communications and E-SIGN Consent

Client consents to receive all communications, agreements, notices, disclosures, and other documents from Advisor in electronic form rather than in paper form. This consent satisfies the requirements of the federal Electronic Signatures in Global and National Commerce Act (E-SIGN) and any applicable state electronic transaction laws. Electronic delivery may occur by email, through the Advisor's application, by secure portal, or by other electronic means acceptable to Advisor. Documents subject to electronic delivery include, without limitation:

- This Agreement and any amendments
- Advisor's Form ADV Part 2A brochure, Part 2B brochure supplement, and Form CRS
- Advisor's Privacy Policy, Terms of Use, Disclosures, and Fee Schedule, and any amendments
- Account statements, trade confirmations, performance reports, and tax documents made available by Advisor
- Required regulatory disclosures, notices, and communications
- Service updates, security alerts, and operational communications

To access and retain electronic communications, Client will need: a device with internet access, a current version of a major web browser, software capable of viewing PDF documents, and a valid email address that Client checks regularly. Client agrees to keep Client's email address on file current and to notify Advisor promptly of any changes.

Client may withdraw consent to receive electronic communications at any time by contacting Advisor at support@alphaai.capital. If Client withdraws consent, Advisor may terminate this Agreement in accordance with Section 16. Client may request a paper copy of any electronic communication by contacting Advisor; Advisor may charge a reasonable fee for paper copies as permitted by applicable law.

20. Acknowledgment of Documents Received

By accepting this Agreement, Client acknowledges that, prior to or at the time of entering into this Agreement, Client received, had the opportunity to review, and accepts the following documents, each of which is incorporated into this Agreement by reference:

- This Investment Advisory Agreement
- Advisor's Form ADV Part 2A brochure
- Advisor's Form ADV Part 2B brochure supplement
- Advisor's Form CRS client relationship summary
- Advisor's Privacy Policy
- Advisor's Terms of Use
- Advisor's Disclosures

- Advisor's Fee Schedule

Each of these documents is available at alphaai.capital/legal and through Advisor's application. Updated versions are made available through Advisor's application and at alphaai.capital/legal from time to time.

21. Miscellaneous

21.1 Entire Agreement

This Agreement, together with the other Account Documents, constitutes the entire agreement between Client and Advisor with respect to the advisory services described in this Agreement and supersedes all prior or contemporaneous agreements, communications, and understandings, whether written or oral, on that subject. In the event of any conflict between this Agreement and the Terms of Use with respect to the advisory relationship, this Agreement controls. In the event of any conflict between this Agreement and the Form ADV brochure with respect to required disclosures, the Form ADV brochure controls. This Agreement may be amended only as expressly provided in this Agreement or by a writing accepted by both Parties (including electronic acceptance through the application).

21.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect, and the invalid, illegal, or unenforceable provision will be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent. The class action waiver in Section 18.3 is subject to the specific severability rule set forth in that section.

21.3 Waiver

A Party's failure to enforce any right or provision of this Agreement does not constitute a waiver of that right or provision. Any waiver must be in writing and signed (including by electronic acceptance) by an authorized representative of the waiving Party to be effective.

21.4 Notices

Notices to Advisor must be sent to support@alphaai.capital, except where a different address is specified for a particular type of notice. Notices to Client will be sent to the email address on file for the Account or through the Advisor's application. Notices are effective on transmission.

21.5 Headings and Construction

Headings in this Agreement are for convenience only and do not affect interpretation. Words such as “including” and “for example” are illustrative, not exhaustive. No presumption against the drafter applies in the interpretation of this Agreement.

21.6 No Third-Party Beneficiaries

This Agreement is for the sole benefit of Client and Advisor and their respective successors and permitted assigns. No other person or entity has any right or remedy under this Agreement.

21.7 Counterparts and Electronic Acceptance

This Agreement may be accepted in counterparts, including by electronic means. Client’s electronic acceptance of this Agreement through Advisor’s application, including by checking an acceptance box and submitting the onboarding flow, has the same legal effect as a handwritten signature under the federal E-SIGN Act and applicable state electronic transaction laws. Advisor maintains a record of Client’s acceptance, including the version of the Agreement accepted and the date and time of acceptance.

21.8 Relationship of the Parties

Advisor is an independent contractor and not Client’s partner, joint venturer, agent, or employee. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between the Parties. Advisor owes fiduciary duties to Client under the Investment Advisers Act of 1940.

Client Acceptance

BY CHECKING THE ACCEPTANCE BOX AND SUBMITTING THE ONBOARDING FLOW IN ADVISOR’S APPLICATION, CLIENT ACKNOWLEDGES AND AGREES THAT CLIENT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS INVESTMENT ADVISORY AGREEMENT, INCLUDING THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 18, THE LIMITATION OF LIABILITY IN SECTION 12, THE SHORTENED TIME LIMITATION ON CLAIMS IN SECTION 18.7, AND THE OTHER PROVISIONS OF THIS AGREEMENT. CLIENT ALSO ACKNOWLEDGES RECEIPT OF THE DOCUMENTS LISTED IN SECTION 20 AND PROVIDES THE CONSENTS DESCRIBED IN SECTIONS 15 AND 19. CLIENT’S ELECTRONIC ACCEPTANCE HAS THE SAME LEGAL EFFECT AS A HANDWRITTEN SIGNATURE UNDER THE FEDERAL E-SIGN ACT AND APPLICABLE STATE ELECTRONIC TRANSACTION LAWS.

alphaAI Capital Management LLC

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