

Dough Wealth, LLC

Robo Portfolios Advisory Agreement

This Robo Portfolios Advisory Agreement ("Agreement") sets forth the understanding between you ("Client" or "you") and Dough Wealth, LLC (Dough Wealth, the "Adviser"), a registered investment adviser regarding the Robo Portfolios advisory services ("Robo Portfolios") we will provide you. If you have any questions about this Agreement, you should discuss them with us before executing.

To access Dough Wealth Robo Portfolio services, Client must first become a registered user of the Dough USA (Dough).

Dough Wealth, will provide Client with an investment recommendation via its online or mobile interactive questionnaire as described in Dough Wealth's Form ADV Part 2 Brochure. The recommended portfolio will be based upon the Client's stated objectives and risk profile at the time of the engagement. The recommended Robo Portfolio will be made up of exchange-traded funds ("ETFs") and cash or cash equivalents. Client will also select from Core or Socially Responsible model portfolios. Client understands that information regarding Client's specific circumstances that has not been communicated to or analyzed by Dough Wealth may impact the suitability of the recommendations provided to the Client.

1. Scope of Engagement

Client hereby appoints the Adviser as an investment adviser to perform the services hereinafter described, and the Adviser accepts such appointment. This appointment applies to all and any advisory accounts opened (i.e Wealth. jars).

- A. Adviser shall be responsible for the investment and reinvestment of those assets of Client designated by Client to be subject to Adviser's management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account");
- B. Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets and appoints Adviser with limited power of attorney to buy, sell, or otherwise effect investment transactions involving the Assets in Client's name and for Client's Account;
- C. Adviser is authorized, without prior consultation with Client, to buy, sell, and trade in exchange-traded funds ("ETFs") and cash or cash equivalents relating to the same, or

otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;

- D. Client acknowledges that Adviser may, in accordance with Client's investment objective(s), determine to allocate all or a portion of the Assets among exchange-traded funds ("ETFs") and cash or cash equivalents
- E. Client delegates to the Adviser authority to retain one or more third party investment advisers to provide all or a portion of the discretionary management services with respect to Client's Account. Adviser shall have sole discretion to hire and fire any third party investment advisers that are providing services on behalf of Client's account without client consent; and,
- F. Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as it pertains to Client's investment objectives, needs and goals, and to keep Adviser duly informed of any changes regarding the same. Client acknowledges that Adviser cannot adequately perform its services for Client unless Client diligently performs Client's responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

2. Account Opening

Concurrent with the execution of this Agreement, Client has opened or is opening an account (the "Account") at Dough Wealth's affiliated broker-dealer, DriveWealth LLC ("Broker"). The Account will be held at Broker's carrying and clearing firm, on a fully disclosed basis. Upon Broker's approval of the Account, Client must deposit at least the minimum investment amount into the Account in order to initiate discretionary management by Dough Wealth.

Recommended trades for Client's selected portfolio will generally be placed within three business days to allow for account approval and fund processing. If the Account has not been funded within 90 days, Dough Wealth may terminate the Agreement and request that Broker close the Account.

3. Account Authority

Client hereby grants to Dough Wealth full and complete investment discretion and trading authority over the Account. Client may rescind this grant of authority, provided, that such notice shall be deemed a notice of termination pursuant to Section 10. For the avoidance of doubt, Dough Wealth's investment discretion and trading authority shall extend to securities deposited in the Account by Client at any time. Dough Wealth will liquidate any such securities that it deems, in its sole discretion, to be incompatible with the recommended portfolio. Proceeds from the sale of incompatible securities will be invested in accordance with the recommended portfolio. Given the possibility of liquidation, Client should consult a tax professional prior to

depositing any securities in the Account. Client is solely responsible for any tax liabilities, fees, or third-party commissions (e.g., surrender fees, contingent deferred sales charges, etc.) triggered by such sales. Neither Dough Wealth nor Broker will charge any commission on any such sale.

Client may impose reasonable restrictions upon the management of the Account by requesting that Dough Wealth reallocate to an alternative Robo Portfolio in place of the current one. Dough Wealth will not accept Client requests for restrictions that are inconsistent with Dough Wealth's stated investment strategy or philosophy or that are inconsistent with the nature or operation of Dough Wealth's wrap fee program.

Dough Wealth will allocate a certain percentage of the Account to cash. This cash allocation is intended to ensure sufficient liquidity for payment of fees and expenses and to cover potential price changes when executing transactions. Custodian may place cash balances that are either pending investment or specifically allocated to a cash on deposit at one or more banks.

4. Account maintenance

The account must be funded once before advisory services will begin. Once initial funding is received, Dough Wealth will manage the Account (as defined below) until a full withdrawal request is made by Client to liquidate and close the Account (Termination of Services). Any disbursement (Client-initiated withdrawal or liquidation, account statement/trade confirmation fee or other service provider fee) that would bring the Account to \$0 will be processed as a full withdrawal. Dough Wealth and the Broker holds full discretion to initiate the Termination of Services should the account balance be \$0 for 2 months or more. Any subsequent deposit into the Account after Dough Wealth initiates Termination of Services will not be automatically invested in your previously selected portfolio. Client is required to contact Dough Wealth to reactivate the Account for investing.

Dough Wealth and the Broker hold full discretion to change the status of your investment account at any time, including an automated status change, placing an investing account on hold due to failure of an ACH payment. Account status changes may block the ability for funds to be invested whilst the account status is being reviewed by Dough Wealth and the Broker.

Withdrawal requests requiring the liquidation of securities will be processed after being received in good order and will be fulfilled after the settlement of such liquidating transactions. Note: settlement of most securities transactions typically requires two business days after the date of execution.

5. Trade Execution

Orders are routed for execution by Broker. The Broker will arrange for the execution of securities brokerage transactions for the Account through custodians at "best execution."

In the event Dough Wealth or the Broker makes a trading error that has a financial impact on the Account, Dough Wealth will seek to correct the error as soon as possible and in such a manner that Client is not disadvantaged and bears no loss. We will evaluate each situation independently.

6. Custody of Assets

Custodian will be the exclusive provider of custody services for all Account assets and Dough Wealth will not at any time take possession or maintain custody of such assets. Custodian will provide Client with trade confirmations and account statements regarding the Account. Client should review account trade confirmations and statements promptly upon receipt.

7. Prospectuses

All investments in ETFs are subject to the terms of the relevant prospectus, including associated fees, if any. An electronic notice will be sent to you via the email address you have provided when prospectuses are available for your review. You acknowledge that it is your responsibility to read all prospectuses upon receipt of such notice and to notify us immediately of any terms of the prospectuses that are not acceptable to you.

8. Fees

You are not charged separate fees by Dough USA or Dough Wealth for the different components of the services provided by the Dough Program. Dough Wealth robo portfolio management services are included in the Dough USA subscription-based fee of \$4.99 per month, payable in arrears. Dough Wealth pays all trade expenses of trades placed on your behalf.

Client shall incur, relative to all mutual fund and exchange traded fund ("ETF") purchases, charges imposed directly at the mutual fund or ETF level (e.g. advisory fees and other fund expenses); and,

No portion of Adviser's Compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940, and/or relevant state law.

Any fees assessed by Broker or Custodian, account termination fees will be borne by Client in accordance with the current fee schedule of Broker or Custodian, as applicable. A list of such fees is available at the Broker's website or by contacting Broker.

9. Directions to Adviser

All directions by Client to Adviser (including notices, instructions, directions relating to changes in the Client's investment objectives) shall be in writing, via email, the Dough App, Direct Messenger services or by phone. Advisers shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

10. Termination of Services

Either party may terminate this Agreement at any time by sending a written termination notice to the other party. Upon delivery of a termination notice to Client, receipt of a termination notice from Client, or a transaction that brings the Account in arrears, or as described in Section 4, Dough Wealth will liquidate all Account positions and cease providing all services contemplated by this Agreement. Dough Wealth will inform Broker that the relationship between Dough Wealth and Client has been terminated, and Broker will close Client's Account.

If at any time Dough Wealth receives or develops information indicating that Client no longer resides in the United States, Broker may restrict, or Dough Wealth may request that Broker restrict the Account. Client may provide, or be asked by Dough Wealth to provide, documentation in support of a claim of continued permanent residency in the United States for the purpose of lifting such restriction. However, if the restriction is not resolved within 60 days, Dough Wealth may liquidate all Account positions, terminate this Agreement and notify the Broker.

11. Assignment and Modification

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940, and/or relevant state law.

Unless expressly stated otherwise, no provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by each party hereto. No failure by Adviser or Client to

exercise any right, power, or privilege that Adviser or Client may have under this Agreement shall operate as a waiver thereof.

12. Non-Exclusive Management

Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for the Account. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its portfolio management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which the Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client.

13. Dough Wealth Representations

Dough Wealth warrants, represents, and agrees to each of the following:

- Dough Wealth is registered with the U.S. Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). Dough Wealth is also in compliance with the notice-filing requirements of each jurisdiction in which it conducts investment advisory business
- Dough Wealth will provide investment advisory services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Advisers Act

14. Client Representations

Client warrants, represents, and agrees to each of the following:

- If Client is a natural person, Client is a legal permanent resident of, and resides full-time in, the United States and has the capacity to enter into and perform this Agreement, provided, that Client may reside outside the United States if Client is active military stationed abroad.
- The terms of this Agreement do not violate any obligations of Client, whether arising by contract, operation of law, or otherwise
- Client owns all property deposited at any time in the Account free and clear of any lien or encumbrance and no restriction exists as to any
- disposition of such property
- Client has received Dough Wealth's Form ADV Part 2A Brochure, which describes the roles and capacities of Dough Wealth and its representatives and discloses any material conflicts that may exist. Client acknowledges that: Dough Wealth (i) performs services for other clients; (ii) may make recommendations to other clients that differ from

recommendations made to Client; and (iii) is not obligated to recommend to Client for purchase or sale any security or other asset recommended to any other client

15. Confidentiality of Information

Dough Wealth agrees to keep Client's financial and personally identifiable information confidential and will not disclose such information except as permitted by Dough's Privacy Notice, which may be found at <https://dough.com/privacy-policy>

16. Death or Disability

The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your accounts.

17. Arbitration

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to Item 2 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection. Client understands that this Agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

18. Limitation of Liability

Client understands and agrees with the following:

- Dough Wealth obtains information from a wide variety of publicly available sources and does not guarantee the accuracy of any such information or the success of any advice predicated thereon;
- Dough Wealth does not and will not practice law or offer tax or accounting services to Client. None of the services offered under this Agreement relate to such services and Client must obtain such advice from a third party if desired. Any tax information provided by Dough Wealth is not a substitute for the advice of a qualified tax advisor.
- Dough Wealth's communications are intended to provide Client with general information that may be useful to Client's own investment decisions. This general information does not address the details of Client's personal situation, and it is not intended to be an individualized recommendation that Client take any particular action;
- Neither Dough Wealth nor its officers, directors, employees, or affiliates (each, a "Dough Wealth Party") will be liable for any loss incurred as a result of the services provided to Client by Broker or Custodian via Client's instructions;
- All investments involve risk, and some investment decisions may result in losses, including loss of principal. Dough Wealth does not warrant or guarantee that Client's investment objectives will be achieved; and
- No Dough Wealth Party will be liable for any loss incurred in the Account unless such loss results from such Dough Wealth Party's negligence or misconduct. Notwithstanding the foregoing, nothing contained in this Section 18 or elsewhere in this Agreement shall constitute a waiver by Client of any rights under applicable federal or state securities laws including, without limitation, the Advisers Act.

19. Consent to Electronic Delivery of Account Information and Documents and Use of Electronic Signatures

Client consents to the receipt of all Account-related information and documents in electronic form and to the use of electronic signatures in connection with any transaction with Dough Wealth. Client has received and read, understands, and agrees to the terms. Client understands that if Client withdraws such consent, the Account may be terminated. By electronically signing an application for an account, Client acknowledges and agrees that such electronic signature is valid evidence of Client's consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Dough Wealth's services. Client accepts notice by

electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. 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. Client agrees to not contest the admissibility or enforceability of Dough Wealth's electronically stored copy of the Agreement. Unless otherwise required by law, Dough Wealth reserves the right to post Account-related information and documents on its website without providing notice to Client. Further, Dough Wealth reserves the right to send Account-related information and documents to Client's postal or e-mail address of record.

Client agrees that delivery by any of the foregoing methods is considered personal delivery when sent or posted by Dough Wealth, whether Client receives it or not.

All e-mail notifications regarding the Account will be sent to Client's e-mail address of record. Regardless of whether Client receives an e-mail notification, Client agrees that Client is responsible for regularly reviewing the Dough Wealth website for information related to the Account including, without limitation, time-sensitive or otherwise important communications. Additionally, Client acknowledges that the Internet is not a secure network and agrees that Client will not send any confidential information including, without limitation, account numbers or passwords, in any unencrypted e-mails. Client also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold Dough Wealth and its affiliates harmless for any such access, subject to Section 16(e) and any rights Client may have under applicable law.

Client agrees to carefully review all documents upon receipt and notify Dough Wealth in writing of any objections within seven calendar days of receipt.

a. Costs

Potential costs associated with electronic delivery of Account-related information and documents may include charges from internet access providers and telephone companies, and Client agrees to bear these costs. Client acknowledges that Client may be charged for paper communications if the Client's e-mail address is invalid or otherwise inoperable.

b. Hardware and Software Requirements

Client understands that in order to receive electronic disclosures and communications, Client must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as Dough Wealth may specify and to which

Client has access. Client also understands that if Client wishes to download, print, or save any information Client wishes to retain, Client must have access to a printer or other device in order to do so. Client understands that the foregoing provisions will be effective when Client creates an online account on Dough.com and consents to do business electronically with Dough Wealth.

c. Archiving

Upon Client's request, or via the Dough App, Client may obtain copies of earlier documents for up to six years for account statements and three years for trade confirmations.

Severability

Any term or provision of this Agreement that is held invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

20. Governing Law

To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

21. Receipt of Disclosures

Client hereby acknowledges receipt of Adviser's Privacy Policy Notice and a copy of Adviser's written disclosure statement as set forth on Part 2 and 3 of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act, and/or applicable state law.

Client initial _____

Date ADV and Privacy Notice received _____

22. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party has had an opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

Client Signature_____

Print Client Name_____

Date_____

Dough Wealth LLC (Adviser) Signature_____

Print Adviser Name_____

Date_____