

Antigravity Investments, Inc.  
**Robo Advisory Agreement**

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This Robo Advisory Agreement ("Agreement") sets forth the understanding between you ("Client" or "you") and Antigravity Investments, Inc. ("AI", "we", "us" and/or "our"), a Delaware corporation, and a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

BEFORE ENTERING INTO THE AGREEMENT, YOU MUST READ AND CONSIDER EACH SECTION CAREFULLY. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THE AGREEMENT.

AI will provide Client with an investment recommendation via our automated platform ("Orbit"). Orbit is an operational interactive website and mobile application through which AI provides digital investment advisory services and algorithm-based model portfolios on an ongoing basis, except during temporary technological outages of a de minimis duration. Client will sign-up via Orbit's interactive questionnaire to determine Client's investment objectives and risk tolerance and select a subscription fee to open a linked self-directed brokerage account or a custodial brokerage account. The recommended portfolio will be based upon the Client's stated objectives and risk profile at the time of the engagement. The recommended portfolio will be made up of stocks, mutual funds, exchange-traded funds ("ETFs"), and other exchanged-traded securities. Client understands that information regarding Client's specific circumstances that have not been communicated to or analyzed by AI may impact the suitability of the recommendations provided to the Client via Orbit's algorithm.

**1. Scope of Engagement**

Client hereby appoints AI as an internet investment adviser to perform the services hereinafter described, and AI accepts such appointment. This appointment applies to all and any Client's designated accounts and assets on each account (together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account").

- A. Client delegates to AI all of its powers with regard to the investment and reinvestment of the Assets and appoints AI with limited power of attorney to buy, sell, or otherwise effect investment transactions involving the Assets in Client's name and for the Account. Client shall execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable AI to perform its investment advisory services hereunder;
- B. Client acknowledges that AI may, in accordance with Client's investment objective(s), determine to allocate all or a portion of the Assets among stocks, mutual funds, ETFs and other exchanged traded securities;

- C. Client agrees to provide information and/or documentation requested by AI in furtherance of this Agreement as it pertains to Client's investment objectives, needs and goals. Client acknowledges that AI cannot adequately perform its services for Client unless Client diligently performs Client's responsibilities under this Agreement. AI 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;
- D. Client shall notify AI of a change in life status including but not limited to, employment, retirement, marital status, or household;
- E. Client shall promptly notify AI in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide AI with prior written notice of any changes in the identity of persons authorized to receive information with respect to the Account;
- F. AI will only provide internet investment advisory services to Client on an ongoing basis, except during temporary technological outages or system failures of a "de minimis duration";
- G. AI via Orbit has automated periodic rebalancing based on asset class performance and client-defined investment objectives;
- H. AI will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

#### **SPECIFIC TO CUSTODIAL BROKERAGE ACCOUNTS**

- I. AI shall be responsible for directing Altruist Financial, LLC ("Custodian"), to invest and reinvest Client's designated Assets per the Client's selected portfolios;
- J. AI is authorized, without prior consultation with Client, to buy, sell, and trade in stocks, ETFs and other exchanged-traded securities relating to the same, or otherwise, and to give instructions in furtherance of such authority to the registered custodian of the Assets;
- K. Client shall cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes.

#### **2. Representations and Warranties**

##### **AI warrants, represents, and agrees to each of the following:**

- A. AI is a registered investment adviser under the Advisers Act. AI is also in compliance with the notice-filing requirements of each jurisdiction in which it conducts investment advisory business;
- B. AI will provide investment advisory services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Advisers Act.

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

- C. 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;
- D. The terms of this Agreement do not violate any obligations of Client, whether arising by contract, operation of law, or otherwise;
- E. 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.

### 3. Account Opening

Concurrent with the execution of this Agreement, Client has opened or is opening an Account with Orbit. AI offers different investment portfolios through Orbit's tiered monthly or annual subscription model for self-directed or custodial brokerage accounts. Self-directed brokerage accounts will be held via SnapTrade, our third-party service provider ("SnapTrade") as defined in our Privacy Policy, on a fully disclosed basis. Custodial brokerage accounts will be held at the Custodian on a fully disclosed basis. Upon the Account's approval, Client must subscribe to a billing tier and deposit the minimum investment amount required by a portfolio strategy into the linked broker or custodian account to initiate discretionary management by AI.

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, AI may terminate the Agreement and close the Account.

### 4. Account Authority

Client hereby grants to AI full and complete investment discretion and trading authority over the Account according to the investment tier and investment portfolio selected in Orbit. Client may rescind this grant of authority, provided, that such notice shall be deemed a notice of termination pursuant to Section 10. AI's investment discretion and trading authority shall extend to securities deposited in the Account by Client at any time. AI 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.

Client may impose reasonable restrictions upon the management of the Account by requesting that AI reallocate to an alternative portfolio in place of the current one.

AI will not accept Client requests for restrictions that are inconsistent with AI's stated

investment strategy or philosophy.

AI may allocate a certain percentage of the Account to cash. This cash allocation is intended to ensure sufficient liquidity for broker's commissions 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.

#### 5. Account maintenance

The Account must be funded before advisory services begin. Once initial funding is received, AI will manage the Account (as defined below) until Client makes a full withdrawal request 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. AI 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 AI initiates Termination of Services will not be automatically invested in your previously selected portfolio. Client is required to contact AI to reactivate the Account for investing.

AI holds 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.

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.

#### 6. Trade Execution

AI will arrange for the execution of securities brokerage transactions for the Account at "best execution" through the Custodian for custodial brokerage accounts. In the event AI, SnapTrade or Custodian make a trading error that has a financial impact on the Account, AI 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.

#### 7. Custody of Assets

The Custodian will be the exclusive provider of custody services for custodial brokerage accounts, and AI will not at any time take possession of 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.

## 8. Fees

AI's Fees. AI's offers a subscription fee billed monthly or annually as directed by the Client.

Transaction Fees. In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. AI does not price any investment or security for which it charges a management fee or that is included in the portfolio return.

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

## 9. Notices

All directions and notices between the parties (including notices, instructions, directions relating to changes in the Client's investment objectives) shall be in writing, via email, the Client's portal, or by mail to the address provided by the Client when opening the Account, or to AI to the address below:

Antigravity Investments, Inc.  
1503 Alturas Drive  
Burlingame, CA 94010

AI 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

This Agreement shall become effective on the date the parties sign it, or another date AI and Client mutually agree and shall continue in effect until terminated. This agreement may be terminated by AI with thirty (30) days' written notice to Client or by Client at any time with written notice to AI. Clients will be responsible for investment advisory fees up to and including the effective date of termination.

If at any time, AI receives or develops information indicating that Client no longer resides in the United States, AI may restrict the Account. Client may provide, or be asked by AI 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 sixty (60) days, AI may liquidate all Account positions and terminate this Agreement.

Upon Client's request, Client may obtain copies of earlier documents for up to six (6) years for account statements and three (3) years for trade confirmations.

#### 11. Assignment and Modification

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or AI without the prior written consent of the other party. Client may terminate their account within five (5) business days of signing this Agreement with no obligation and without penalty.

Client acknowledges and agrees that transactions that do not result in a change of actual control or management of AI shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

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 AI 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. Market Conditions

Client acknowledges that AI's past performance and advice regarding Client's Account cannot guarantee future results. Client investments can appreciate or depreciate. AI does not guarantee or warranty that services offered will result in profit.

#### 13. Non-Exclusive Management

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

#### 14. Confidentiality of Information

AI agrees to keep Client's financial and personally identifiable information confidential and will not disclose such information except as permitted by AI's Privacy Notice, which may be found at <https://app.antigravityinvest.com/>.

## 15. Death or Disability

The death or incapacity of the Client shall not terminate the authority of AI 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.

## 16. 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 AI's services under this Agreement, both AI 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. AI and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both AI 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 AI's compensation, AI, 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 attorney's 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.

## 17. Limitation of Liability

### **Client understands and agrees with the following:**

- A. AI shall not be responsible for independent acts, omissions, or solvency of any third-party service provider;
- B. AI 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 generated by AI's platform;
- C. AI 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 AI is not a substitute for the advice of a qualified tax advisor.
- D. AI'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;
- E. Neither AI nor its officers, directors, employees, or affiliates will be liable for any loss incurred as a result of the services provided to Client by any third-party service provider;

- F. All investments involve risk, and some investment decisions may result in losses, including loss of principal. AI does not warrant or guarantee that Client's investment objectives will be achieved; and
- G. No AI's party will be liable for any loss incurred in the Account unless this loss results from such party's negligence or misconduct. Notwithstanding the foregoing, nothing contained in this section 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;
- H. Nothing in this Agreement may be interpreted to limit or modify the AI's fiduciary duties to Client.

#### 18. 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.

#### 19. 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.

#### 20. Receipt of Disclosures

By opening an Account with Orbit, you authorize AI to electronically deliver our information via the email used to sign up and open the Account. Client hereby acknowledges receipt of AI's Privacy Policy, and a copy of AI's written disclosure statement as set forth in Part 2 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.

Email Address Certification. You certify that the email address you provided to sign up with Orbit is a functioning email address owned and maintained by you or your agent on your behalf and that all electronic communications of reports sent to the email address shall be accessible by you. You agree to notify us in writing of any change in your email address.

#### 21. 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.

## 22.Entire Agreement and Amendment

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, in writing, signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

## 23.Acknowledgement And Consent To Electronic Signature

By opening the Account with us and then accessing your Account, you are consenting to the following terms:

You agree that your use of a keypad, mouse, or another device to select an item, button, icon, or similar act/action, or to otherwise provide AI with instructions, or in accessing or making any transaction regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if signed by you in writing. You acknowledge you are signing this Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Agreement. You consent to be legally bound by this Agreement's terms and conditions, and any AI's documents referenced herein. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and AI. You represent that you are authorized to execute this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.