



Client Advisory Contract

This Client Advisory Contract (the “**Agreement**”) is entered into ____ [DATE]-____ by and between ____ [CLIENT NAME]____, whose mailing address is ____ [CLIENT ADDRESS]____, (the “**Client**”), and Trinary Capital, LLC, a Registered Investment Advisor, whose principal mailing address is 2928 Monogram Avenue, Long Beach, California 90815 (the “**Advisor**”).

This Agreement is effective as of the first day an account (an “**Account**”) is opened at Advisor’s website, located at <http://trinarycapital.com> (the “**Site**”), in connection with this Agreement and is ready to receive members-only Site information and investment management services from Advisor (the “**Effective Date**”). By accepting this Agreement, Client acknowledges engaging Advisor to provide investment management, advisory and/or educational services for the Client’s Account.

In consideration of the mutual covenants herein, Client and Advisor agree as follows:

1. Appointment as Investment Advisor

Client appoints and retains Advisor as investment advisor on the terms and conditions set forth in this Agreement for those assets which Client may from time to time place with Advisor, and any appreciation, income, or proceeds thereon (the aforementioned “**Account**”). Advisor accepts the appointment as investment advisor and agrees to manage and direct the investments of the Account, subject to any Investment Guidelines (defined in Section 8 below) communicated to Advisor in advance and in writing. Advisor assumes responsibility for the investment management of, and all trading decisions for, the Account as of the date assets are placed in the Account.

2. Discretionary Authority of Advisor

Advisor has full discretionary authority with respect to the investment and re-investment of the assets of the Account, subject to the Investment Guidelines. Advisor, when it deems appropriate, without prior consultation with or notification of the Client, may (a) purchase, sell, exchange, convert, and otherwise trade in securities, on margin or otherwise (collectively, “**Investments**”), for such prices, at such times and on such terms as Advisor, in its sole discretion, deems advisable; (b) place orders for the execution of transactions with or through brokers, dealers, or issuers Advisor selects in its sole discretion; (c) negotiate, on Client’s behalf, the terms and conditions, and execute and deliver all agreements and ancillary documents incident thereto, necessary to open accounts in the

name, or for the benefit, of Client with such brokers, dealers, or custodians as Advisor may select with respect to the Account; and (d) act on Client's behalf in all matters necessary or incidental to servicing the Account, including all transactions for the Account. Client will furnish Advisor with all additional powers of attorney and other documentation, if any, necessary to appoint Advisor as agent and attorney-in-fact with respect to the Account, but such powers shall not be construed to authorize Advisor to take any action not authorized by this Agreement.

Advisor's goal-based, discretionary investment advice will be based solely on information Client provides via the Site in response to the requests and prompts Advisor makes via the Site (or by email). Advisor relies on information provided by Client and cannot be held responsible for: (i) any recommendations based on inaccurate or incomplete information; or (ii) modifications Client makes to its investment strategy that cause the strategy to differ from Advisor's recommendations. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client provides false, inaccurate, or incomplete information to Advisor, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice Advisor provides may not match Client's investment needs. Client therefore agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the discretionary management of the Account, Client will promptly update Client's information on the Site (or mobile application). Advisor will periodically send Client a reminder to update information on file with Advisor if there has been a material change to Client's financial circumstances or investment objectives, or if Client desires to impose or modify investment restrictions on Client's account.

The foregoing authority shall remain in full force and effect until: (a) the Client revokes such authority by written notice to Advisor; or (b) this Agreement terminates pursuant to the terms of Section 16 below. Revocation shall not affect transactions entered into prior to such revocation.

3. Custodianship

In order to open an Account, Client must establish a brokerage relationship with Advisor's affiliated broker-dealer. Client understands and acknowledges that the assets of the Client's Account will be held by the affiliated broker-dealer, exchange, or other entity designated and appointed by Advisor, and acceptable to Client, as custodian of the Account (the "**Custodian**"). All Investments held in the Account may be registered in the name of Client or its nominee or held in street name. Custodian—not Advisor—is responsible for the physical custody of the assets of the Account; for the collection of any funds attributable to the assets of the Account; and for the exercise of rights and tenders on assets of the Account. Advisor is not responsible for any loss incurred by reason of any act or omission of Custodian; provided, however, that Advisor will make reasonable efforts to require that Custodian perform its obligations with respect to the Account. Advisor itself does not hold

or receive any of the Client's funds, assets, or securities, other than payment Advisor receives for Client's Account.

By entering into this Agreement, Client authorizes and directs Advisor to place all trades in Client's Account through the Custodian. The Custodian exercises no discretion in determining if and when trades are placed; it places trades only at the direction of Advisor. Advisor's procedures are designed to make every attempt to obtain the best executive possible, although there can be no assurance that it can be obtained. Client should understand that the appointment of Custodian as the sole broker for their Account under this Agreement may result in disadvantages to the Client as a possible result of less favorable executions than may be available through the use of a different broker-dealer.

4. Brokerage/Exchange

Advisor may, in the future, allocate the execution of transactions for the Account to any other broker-dealer other than the affiliated Custodian at prices and commission rates as Advisor, in its good faith judgment, believes are in the best interest of the Account. Client understands that other brokerage entities and exchanges may be willing to execute transactions at prices and commission rates that are lower than or different from those charged by the entity selected by Advisor. In the event of such a change, Advisor will provide written notice to Client and Advisor will select the broker-dealer for the Account in accordance with Advisor's fiduciary duty to Client.

In determining what is in the Account's best interest, Advisor will consider the available prices and rates of various broker-dealers and securities exchanges, and other relevant factors including, without limitation, execution capabilities, security, custody solutions, customer service, fund availability, and other factors.

5. Advisory and Educational Services

In addition to the discretionary services described above, the Advisor will provide investment goal-based investment strategies, investment advice, risk of loss strategies, profit-seeking strategies, diversification strategies, defensive investment strategies, and educational services primarily focused on its Digital Family Office offerings and short- and long-term investment strategies (some of which are optional), based upon the identification of financial goals by the Client. Investment advice and investment allocations are based upon Advisor's investment methodology regarding goal-based allocation strategies and certain information and preferences requested by Advisor and provided by Client, including the Client's preferred investment strategy. Client's investment strategy may be modified as Advisor adjusts its investment methodology and analysis, and Client updates Client's information and preferences via the Site. For some financial goals and investment strategies, Advisor's recommendations to Client will shift over time, with the recommended strategy and allocations intentionally shifting as the term of the goal approaches. The breadth and scope of advisory services a Client may receive are determined solely by the Client's choice of services.

At Advisor's discretion, based on the complexity of the needs, amount of assets, Client preference and other factors, some Clients might be offered additional services or investment opportunities, which includes analysis of certain aspects of financial planning as related to Client's situation, such as retirement needs, education funding, estate planning, or stock option grants, as applicable. The methods of analysis that Advisor uses to produce this analysis, and to inform Advisor's decisions, include the creation of personal financial profiles based on the information Client provides. The accuracy of the information Client provides is crucial to the usefulness of Advisor's analysis.

The investment strategies recommended by Advisor, like all securities investments, involve a risk of loss that clients must be prepared to bear. Investment risks may include but are not limited to strategy risks, asset allocation risks, market and systemic risks, credit risks, liquidity risks, risks related to the underlying security (e.g., ETFs, mutual funds, equity, fixed income, government securities, high yield securities), risks related to foreign investments (e.g., emerging markets, frontier markets, currency risks), and risks related to asset classes (e.g., commodities risks, real estate risks). Please see Trinary Capital's Client Brochure (available on our website and provided to you in your initial client packet) for additional information about these risks.

Advisor may, from time to time or as needed, and in its sole discretion to the extent permitted by applicable law, appoint one or more sub-advisers, including, without limitation, affiliates of Advisor, to perform investment advisory or investment services with respect to portfolio goals if needed; provided, however, that the compensation of such person or persons shall be paid by Advisor and that Advisor shall be as fully responsible to the Client for the acts and omissions of any sub-adviser as it is for its own acts and omissions. Advisor may terminate any or all sub-advisers in its sole discretion at any time to the extent permitted by applicable law.

6. Advisor Compensation

Client will pay Advisor for the services to be rendered by Advisor under this Agreement in accordance with the below fee schedule, which may be amended by Advisor from time to time as agreed by Advisor and Client. All expenses relating to the investment of the assets of the Account shall be payable from the Account via the quarterly fee described below.

Quarterly Fee. The quarterly fee will be based on the amount of marketable securities under management each quarter which for purposes of this Agreement will be equal to the aggregate market value of each marketable security at the end of the relevant quarter as reported on the quarterly statement or report prepared by the broker-dealer / Custodian holding the marketable securities. The monthly fee will be a particular percentage of the Client's total assets under management calculated according to the aggregate market value of the marketable securities held in the Account at a given point in time, i.e. at the end of each quarter (excluding the cost of any exchange fees, taxes, etc. incurred, all of which remain the Client's responsibility), pursuant to the below schedule:

- \$250 - \$5,000 AUM = 1.55%
- \$5,001 - \$10,000 AUM = 1.50%
- \$10,001 - \$15,000 AUM = 1.45%
- \$15,001 - \$25,000 AUM = 1.375%
- \$25,001 - \$50,000 AUM = 1.40%
- \$50,001 - \$250,000 AUM = 1.35%
- \$250,001 AUM and up = 1.15%

For example, if the total market value of a Client's Account totals \$7,500 at the end of the quarter, the quarterly fee payable in that quarter for the Account (exclusive of third-party fees and taxes) is \$112.50.

All fees are assessed quarterly (on the first day of the first month of the subsequent quarter) in arrears. Client will be billed through their investment Account on Advisor's broker-dealer affiliate, subject to that broker-dealer's separate terms and conditions. Client's Account will maintain a 2% AUM cash balance for the purpose of paying the assessed quarterly fee. No investments will be sold, traded, or otherwise disposed of to pay the quarterly fee in lieu of the 2% cash balance. Client will not be refunded any fees for that quarter if Client chooses to terminate his or her Account after the payment date. Client will be provided with monthly and quarterly statements reflecting the amount of marketable securities under management and the resulting payment of the fee (and the calculation thereof) in conjunction with the any valuation statement received from the broker-dealer / Custodian pursuant to Section 7 below.

7. Valuation of Assets

In computing the market value of any Investments in the Account, each Investment listed in an Account shall be valued at the last quoted sale price on the valuation date on the principal exchange or broker-dealer acting as Custodian for the Account.

8. Investment Guidelines

Client is responsible for informing Advisor, in advance and in writing, of any investment or other guidelines, objectives, restrictions, conditions, limitations, or directions applicable to, as well as any cash needs of, the Account, from time to time (the "**Investment Guidelines**"), and of any changes or modifications to any such Investment Guidelines; provided, that any change or modification to the Investment Guidelines shall become effective only after at least fifteen (15) days' advance notice to Advisor (unless Advisor expressly consents to a shorter time period). Client must give Advisor prompt written notice if Client deems any Investments made or actions taken on behalf of the Account to be in violation of the Investment Guidelines. Compliance with the Investment Guidelines shall be determined on the date of purchase for an Investment, based upon the price and characteristics of the Investment on the date of purchase compared to the value of the Account as of the most recent valuation date; the Investment Guidelines shall not be deemed breached as a result of changes in value or status of an Investment following

purchase. Client agrees to furnish promptly, or to cause Client's Custodian or agent to furnish, to Advisor all data and information furnished to Advisor hereunder.

Advisor shall have no responsibility with respect to the prudence of the Investment Guidelines relative to the Client's investment portfolio, the overall diversification of Client's assets, or with respect to any assets of Client other than those in the Account.

9. Client Reports and Meetings

Advisor will be responsible for ensuring that Client receives regular reports, as promptly as practical after the end of each calendar month, reflecting: (i) all transactions for the Account during such month; (ii) the aggregate market value of all assets for the Account on the last day of such month; and (iii) such other information relating to the Account as reasonably agreed to by Advisor and Client. Advisor is not responsible for the content of reports furnished to Client by the Custodian or any other broker-dealer for the Account.

Advisor will make itself available to meet with the Client and such other persons as Client may designate, on reasonable notice and via electronic web-conferencing or telephonic or videoconferencing software, as requested by Client, for the purpose of discussing general economic conditions, portfolio performance, investment strategy, and other matters relating to the Account.

10. Advisor's Duty of Care

Neither Advisor nor any of its principals, employees, or affiliates will be responsible for any action, performed or omitted to be performed in good faith or at the direction of Client, or for any errors in judgment in managing the Account. Advisor and its principals, employees, and affiliates will not be responsible for any loss incurred by reason of any act or omission of any broker-dealer or Custodian; provided, however, that Advisor shall make reasonable efforts to require that broker-dealer and Custodians perform their respective obligations. Advisor, in maintaining its records, does not assume responsibility for the accuracy of information furnished by the Client, Custodian, or any other third-party over which Advisor does not have control. Except as expressly set forth in this Agreement, Advisor shall have no discretion, duty, or responsibility whatsoever with respect to the control, management, or administration of the Account. Nothing herein in any way constitutes a waiver or limitation of any of the obligations that Advisor may have under applicable law.

11. Confidentiality

Except as required by law or requested by regulatory authorities, information received by Advisor from Client will be kept confidential by Advisor in a manner consistent with applicable law and with the Advisor's Privacy Policy, which Client acknowledges receiving, and will be sent to Client annually, as required by law. Client understands, acknowledges, and agrees that they can opt-out of the Privacy Policy and certain portions

of the Privacy Policy at any time; however, if the Client does opt out, Advisor may choose to terminate this Agreement and related Account.

All information or advice furnished by Advisor to Client shall be treated as confidential and not be disclosed by Client except as required by law.

Advisor represents and warrants that it will maintain in strict confidence all of Client's non-public personal and financial information provided to Advisor by Client, except for information that Client explicitly agrees to share publicly. Likewise, Client represents and warrants that it will maintain in strict confidence all investment advice and other non-public information or education that Client acquires from Advisor in connection with a Client's Account.

12. No Competing Business

Client agrees that Client shall not use investment advice and other non-public information or education, if any, that Client acquires from Advisor for any purpose other than the Client's own personal use, including but not limited to developing a service that competes with the Advisor's services or the Site.

13. Risk Acknowledgement

Advisor does not and cannot guarantee the future performance or any specific level of performance of Client's investments. Nor can Advisor guarantee the success of any investment or strategy that Advisor may provide for an Account. Client understands that investment decisions and allocations by Advisor are subject to various market, currency, economic, governmental, political, technological, and business risks, and that Advisor's investment decisions will not always be profitable.

Client understands and agrees that there are significant risks associated with investing in securities, including, but not limited to, the risk that the Client's investments could suffer substantial diminution in value, and that this risk applies notwithstanding Advisor's advisory services. The past performance of any security does not indicate its future performance. Client understands and agrees that Advisor is not responsible for any losses a Client may suffer through his or her investments.

14. Code of Ethics

Client acknowledges that Advisor has made Client aware that Advisor has a Code of Ethics, which is available on the Site. The Code of Ethics is further described on Advisor's Form ADV, Part 2 (available for download on the Site), and both may be provided to Client upon request.

15. Non-Exclusive and Related Investments

Client expressly acknowledges and understands that Advisor shall be free to render investment advice and educational services to others and that Advisor does not make its investment and educational services available exclusively to Client.

Client understands and acknowledges that Advisor, or Advisor's officers, employees and agents, may enter into trades and transactions with respect to securities for the Advisor's, or Advisor's employees', own accounts, which are identical or similar to security trades and transactions as to which the Advisor may recommend to Client. Nothing in this Agreement shall impose upon Advisor any obligation to recommend for purchase or sale any security that Advisor, its officers, employees, or agents may purchase or sell on their own accounts through third-party brokerage services.

16. Termination

This Agreement will continue in effect until terminated by any party by written (electronic is acceptable) notice to the other, or upon deactivation of an Account by Client. Termination of this Agreement will not affect: (i) the liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (ii) Client's obligation to pay any fees owed at the time of termination, if any. Should a Client terminate this Agreement mid-way through a quarterly period, Client understands and acknowledges that the fees paid for that quarter will not be reimbursed or otherwise pro-rated.

Upon the termination of this Agreement, Advisor will have no obligation to recommend investments or otherwise provide any other services under this Agreement.

17. Assignment

Neither party may assign this Agreement 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 Advisor shall not be considered an assignment. Should there be a change of control of the Advisor resulting in an assignment of this Agreement, the successor Advisor (the "**Successor**") will notify the Client and will continue to provide the services previously provided to the Client by Advisor. If Client continues to accept such services provided by the Successor without written objection during the 60-day period subsequent to receipt of the written assignment notice, Successor will assume that Client has consented to the assignment and Successor will become the Advisor to the Client under the terms and conditions of this Agreement.

18. Electronic Communications Acceptable

Client **consents to electronic delivery of required disclosure documents** and other communications by Advisor. Such consent will remain effective unless revoked by Client. Advisor will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. Client has provided Advisor with one or

more valid email addresses that Advisor may use to communicate with Client. Client acknowledges and understands that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. Client may revoke its consent to receive electronic communications at any time by notifying Advisor.

Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its email address. It is Client's responsibility to review all communications, including emails. Client hereby consents to receiving communications from Advisor by email or other electronic delivery without also receiving paper copies. By sending or receiving sensitive or confidential electronic communications, Client accepts the risks and possible lack of confidentiality of communicating over the Internet. Client agrees to hold Advisor and its successors and assigns free from any damages related to or arising from the delivery of electronic communications.

19. Receipt of Form ADV, Part 2

Client acknowledges receipt from Advisor of a copy of Advisor's Form ADV, Part 2A, Part 2A Appendix, and Part 2B. Client shall be provided with an updated Form ADV, Part 2 on an annual basis and the Part 2B when material changes occur. Advisor's Form ADV, Part 2, is also currently available on the Site or at www.Advisorinfo.sec.gov. Client further acknowledges that Client has had a reasonable opportunity to review the Form ADV, Part 2, and to discuss the contents of same with professionals of Client's choosing, prior to the execution of this Agreement. Advisor represents and warrants that all material conflicts of interest have been disclosed.

20. 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 Advisor's services under this Agreement, both Advisor and Client agree to submit the dispute to arbitration in accordance with the rules of the American Arbitration Association ("AAA").

Advisor and Client understand that arbitration shall be final and binding, and that by agreeing to arbitration, Advisor and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial.

The parties understand and acknowledge that pre-arbitration discovery is generally more limited than, and potentially different in form and scope, from court proceedings. The parties further understand and acknowledge that an arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrator is strictly limited.

Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client further acknowledges that in the specific event of non-payment of any portion of Advisor

compensation under section 4 of this Agreement, Advisor, 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.

Federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, except to the extent that federal securities laws shall otherwise be controlling.

22. Venue

In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation, or any other proceeding shall take place in Los Angeles, California.

23. Severability

Any term or provision of this Agreement which is 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.

24. Privacy Notice

Client acknowledges receipt of Advisor's Privacy Policy, also available on the Site.

25. Death or Disability

The death, disability, or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving written notice to Advisor.

26. Entire Agreement and Amendments

This Agreement represents the entire agreement between the parties and supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. Advisor may amend this Agreement upon written notification to Client. Unless Client

notifies Advisor to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of communication to Client.

27. Counterparts and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement, may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), Title 15, United States Code, Sections 7001 *et seq.*, the Uniform Electronic Transaction Act (“UETA”), and any applicable state law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

28. Client’s Authority

Client acknowledges that it, he or she has all requisite legal authority to execute this Agreement. Client correspondingly agrees to notify Advisor, in writing, in the event that Client no longer has such authority.

29. Miscellaneous

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Advisor, to the Advisor’s address contained in this Agreement or such other address as may later be designated; if to Client, to Client’s address or email address as provided to Advisor at the time this Agreement is entered into, or such other address as may later be designated.

By each party executing this Agreement below they acknowledge and accept their respective rights, duties, and responsibilities hereunder.

Client's Signature: _____ Date: _____

Client's Name (Print) _____

TRINARY CAPITAL, LLC

BY: _____
Rudolph G. Klapper, Chief Compliance Officer