

Investment Advisory Agreement

This investment advisory agreement (“Agreement”) is agreed to by and between (“Client” or “you”) and Evergreen Wealth Advisors Corporation, a Delaware corporation (“Advisor” or “we”).

1. Scope of Engagement

- a. Client has enrolled with Advisor as part of an electronic enrollment process (the “Enrollment Process”), which includes the documents listed on Exhibit A hereto. This Investment Advisory Agreement between Client and Advisor, through which Investment Advisor will perform the services described in this Agreement (the “Advisory Services”), is part of that Enrollment Process.
- b. Advisor will carry out its investment management responsibilities consistent with Client’s designated investment guidelines (the “Investment Guidelines”) as agreed to in the Enrollment Process and as updated by Client from time to time.
- c. Advisor shall be responsible for investment and reinvestment of all assets transferred by Client to Advisor to be managed by Advisor. These assets, which may be held in multiple accounts in accordance with Section 2.a.i. hereof, together with any additions, substitutions and/or alterations to the assets are referred to as the “Assets” or “Account.”
- d. Client delegates to Advisor discretionary authority with respect to the investment and reinvestment of the Assets, including cash management services. Unless Client has advised Advisor to the contrary in writing, there are no restrictions that Client has imposed upon Advisor with respect to the management of the Assets.
- e. Client appoints Advisor as Client’s agent and attorney-in-fact with complete authority to buy, sell, or otherwise engage in transactions with respect to the Assets using Client’s name for the Account.
- f. Without prior consent from Client, Advisor has the authority to trade and allocate financial assets, appoint sub-advisors and independent investment managers, and to give instructions if required to any registered broker-dealer or the custodian (the “Custodian,” as further defined in Section 6 below) of the Assets.
- g. Client may open the Account in joint ownership owned by two or more individuals, in either a Joint Tenants with Right of Survivorship, as Tenants in Common, or in a Community Property form of ownership, as designated at account opening (a “Joint Account”) and as further described in Section 8 hereof. Joint Account owners are referred to in this Agreement as “Joint Owners,” or collectively as the “Client.” For such Joint Accounts, unless otherwise notified by Client, Advisor may rely on notices and other information provided by one of the Joint Owners without notice to the other Joint Owner either in writing or orally and deliver any and all financial planning documents to either Joint Owner. You

understand that for all forms of Joint Accounts, each Joint Owner may act independently, as if he or she were the sole owner, without the other Joint Owners, and without limitation.

2. Authority of Advisor

- a. Advisor has full discretionary authority with respect to the investment strategy and rebalancing of portfolio assets of the Account, subject to the Investment Guidelines. Advisor, when it deems appropriate, without prior consultation with or notification of Client, may,
 - i. Create multiple accounts for the Client to hold the Assets, which shall together constitute the "Account" of the Client.
 - ii. Provide initial allocation guided by client driven investment objectives and risk tolerance that is specific and suitable to each client;
 - iii. Rebalance client portfolios based on Advisor determined constraints and, including the power to purchase, sell, exchange, convert and otherwise trade in securities, and including but not limited to money market instruments, mutual funds, stocks, options and warrants, on margin or otherwise, (collectively, "Investments"), for such prices, at such times and on such terms as Advisor, in its sole discretion, deems advisable;
 - iv. 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.
- b. The foregoing authority shall remain in full force and effect until;
 - i. Revoked by Client pursuant to written notice to Advisor, or
 - ii. The termination of this Agreement pursuant to the terms of Section 13 below. Revocation shall not affect transactions entered into prior to such revocation.

3. Investment Guidelines

- a. Advisor will review and comply with the Investment Guidelines regarding the investment strategy for management of the Account. To the extent that Advisor is unable or unwilling to comply with any portion of the Investment Guidelines, Advisor will promptly notify Client of such fact, and the Advisor shall notify and give the Client an opportunity to withdraw or modify the restriction.
- b. Notwithstanding anything in this Agreement to the contrary, if the Client refuses to modify or withdraw

the restriction, Advisor shall not be required to provide the Advisory Services for the Assets of the Client to which the limitations or restrictions relate.

- c. Advisor reserves the right to deem as unacceptable any such restrictions previously accepted by Advisor, subject only to the requirement for existing Clients that Advisor give the Client notice of its decision.

4. Limitations on Services

- a. Client acknowledges and understands that the Advisory services to be provided by Advisor under this Agreement primarily involve the management of the Assets but may also include financial planning, wealth management, tax strategy, and other related services.
- b. Client acknowledges that Advisor is not a tax advisor and that Client should obtain independent advice on the tax consequences of the Account investments. Advisor has no duty to prepare or file any tax return or to pay any tax due in connection with the Assets in the Account and the income therefrom, except as may be required by law.

5. Advisor Compensation

- a. Advisor's annual fee for investment management services provided under this Agreement shall be based upon a percentage of the market value of the assets under management ("AUM") for all accounts placed under the management of Advisor, now or in the future (the "Wrap Fee"). AUM is calculated daily based on the Account's end-of-day balance. The Wrap Fee shall be calculated as set forth on Exhibit B hereto.
- b. The annual Wrap Fee shall be prorated and paid monthly in arrears.
- c. No increase in the annual Wrap Fee percentage shall be effective without prior written notice to Client.
- d. Client agrees that the Wrap Fee may be deducted directly from Client's Account with the Custodian and that noncash Assets may be required to be sold to enable the Wrap Fees to be deducted. Client is responsible for verifying the accuracy of the Wrap Fee calculation.
- e. No portion of the Wrap Fee shall be based on capital gains or capital appreciation of the Assets except as authorized under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

6. Custodian

- a. Client acknowledges the Assets shall be held by the Custodian, which shall be a "qualified custodian" as that term is defined in Rule 206(4)-2 under the Advisers Act to take and have possession of the Assets in the Account.
- b. Advisor is authorized to select the Custodian for the Account, to change the Custodian for the Account,

and to give instructions to the Custodian with respect to all investment decisions regarding the Assets.

- c. The Custodian is authorized to engage in transactions, deliver securities, and take other actions as directed by Advisor in connection with the performance of Advisor's obligations under this Agreement.
- d. Valuation of all securities and funds in each Account will be determined by the Custodian and Client acknowledges that Advisor has no role or responsibilities in determining such valuation.
- e. Client will receive transaction confirmations and statements from Custodian, either directly or through Advisor's Client portal .
- f. The Client acknowledges that Advisor will not be liable for any act or omission of the Custodian and that Advisor will be entitled to rely on any information provided by the Custodian.

7. Account Transactions

- a. Client recognizes and agrees that in order for Advisor to discharge its responsibilities, it must engage in securities brokerage transactions described in Section 1.
- b. Advisor shall have full power and authority in its sole discretion to select brokers or dealers to execute purchases and sales of securities for the Account subject to the brokerage policies set forth in Part II of its Form ADV, unless Client has directed that trades be brokered through a particular firm, in which case Client acknowledges that Advisor may not be able to obtain best execution on Client's securities transactions and Client may pay a higher price for brokerage services than Client would otherwise pay if Advisor directed brokerage.

8. Joint Accounts

- a. A Joint Account is an Account owned by two or more individuals ("Joint Owners"). At account opening, eligible applicants may choose to establish the Account as either Joint Tenants with Right of Survivorship or Tenants in Common, as described below. The ownership type selected at account opening will govern the legal rights of the Joint Owners. Community Property accounts may also be offered in accordance with applicable state law.
 - i. Joint Tenants with Right of Survivorship (JTWROS) - If an Account is designated as JTWROS, upon the death of any Joint Owner, all funds in the Account will belong to the surviving Joint Owner(s).
 - ii. Tenants in Common (TIC) - If an Account is designated as TIC, each Joint Owner's share passes to that owner's estate upon death, and not to the surviving Joint Owner(s). The percentage of each Joint Owner's interest will be presumed equal unless Evergreen is provided written instructions otherwise.

- iii. Community Property Accounts - If an Account is designated as Community Property, the Account will be treated in accordance with applicable state community property laws. Upon the death of a Joint Owner, distribution of the deceased owner's interest will follow those laws.
- b. Unless otherwise required by applicable law, each Joint Owner has the right to deposit funds into the Account, withdraw funds from the Account, consult with the Advisor regarding investment advice, and otherwise transact business in the Account without the consent of the other Joint Owner(s). Any such transaction by a Joint Owner is binding on all Joint Owners.
- c. All Joint Owners are jointly and severally liable for all obligations, fees, and other liabilities incurred on the Account, whether incurred by any or all of the Joint Owners.
- d. Upon notification of a Joint Owner's death, Evergreen may freeze the Account until legal documentation is provided and the surviving owner(s) or the deceased owner's estate is confirmed in writing.
- e. Notices provided to any one Joint Owner will be deemed notice to all Joint Owners.

9. Risk Acknowledgment

- a. Advisor does not guarantee the performance or success of the Account, any investment recommendation or strategy that Advisor may take or recommend for the Account, or the Advisor's overall management of the Account.
- b. Client acknowledges that investment recommendations for the Account by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.
- c. Client acknowledges that investments have varying degrees of financial risk, and that Advisor will not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with Client's Investment Guidelines.

10. Advisor Representations and Warranties

- a. Advisor is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has full power and authority to carry on its business as it has been and is conducted. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within the limited liability company power of the Advisor and have been duly authorized.
- b. Neither the execution and delivery of this Agreement nor the consummation of the transactions provided herein will violate in any material respect any agreement to which the Advisor is a party or by which it is bound or any law, order or decrees or any provision of the governing documents of Advisor.

- c. Advisor is duly registered as an Investment Adviser with the Securities and Exchange Commission pursuant to the Advisers Act.
- d. Advisor will comply in all material respects with all applicable statutes, regulations and requirements of the United States or any state government having jurisdiction over its activities with respect to this Agreement.
- e. While this Agreement is in effect, Advisor will provide Client, without charge, with a current version of its brochure and brochure supplements as required pursuant to Rule 204-3 under the Advisor's Act.
- f. Advisor will fully and faithfully discharge all its obligations, duties and responsibilities pursuant to this Agreement and will promptly notify Client if any of the representations, warranties or covenants set forth in this Agreement is no longer true or correct in any material respect.

11. Advisor Fiduciary Duty and Liability

- a. Advisor acts as a fiduciary under this Agreement and has a duty to invest the Client's Assets as a prudent investor would in accordance with the Client's Investment Guidelines and risk tolerance.
- b. Advisor, its officers, managers, employees, agents, affiliates and representatives will not be liable for (i) any loss, damage or liability incurred by Client and relating to the Assets in the Account unless it results directly from Advisor's conduct, in the performance of its obligations under this Agreement, that a court of competent jurisdiction determines to have constituted a breach of fiduciary duty under the Advisers Act or (ii) in any circumstances, any consequential, special or indirect losses or damages which Client may incur or suffer by or as a consequent of Advisor's performance of, or failure to perform, the services to be provided hereunder, whether or not the likelihood of such losses or damages was known by Advisor.
- c. Advisor shall not have breached any obligation to Client and shall incur no liability from any loss resulting from any act or omission of Client, a custodian or any broker-dealer, or resulting from any force majeure or other events beyond the reasonable control of Advisor, including without limitation any failure, default or delay in performance resulting from computer failure or breakdown in communications not reasonably within the control of Advisor. Without limiting the foregoing, Advisor does not assume responsibility for the accuracy of information furnished to it by Client, any custodian, any broker-dealer, or by any person on whom it reasonably relies.
- d. Advisor shall not be liable for the acts or omissions of other professionals or third party service providers recommended to Client by Advisor, including a broker-dealer, custodian, attorney, accountant, insurance agent, or any other professional.
- e. Client acknowledges that Advisor shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from

Client's predecessor advisors or custodians to the Account to be managed by Advisor). These adverse financial consequences may result from: (1) securities purchased by Client's predecessor advisor(s); (2) the sale by Advisor of securities purchased by Client's predecessor advisor(s) subsequent to completion of the Account transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer or custodian.

- f. Advisor shall be fully protected in relying upon any direction, notice, or instruction from Client until it has been advised in writing of any changes. Advisor is not required to verify any information obtained from Client or agents acting on behalf of Client. Advisor is authorized to rely on any information obtained from Client as accurate.
- g. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing in this Agreement is a waiver or limitation of any rights which Client may have under any federal or state securities laws.

12. Client Responsibility and Authority

- a. Client agrees to provide information as requested by Advisor to further Client's objectives, needs, and goals under this Agreement. All directions, instructions or notices from Client to Advisor may be given either orally or in writing.
- b. Client acknowledges that Advisor cannot properly perform its services for Client unless Client diligently performs the responsibilities set forth in this Agreement.
- c. Client authorizes Advisor to communicate and share information with Client's attorney, accountant, and other professionals as needed to provide Advisor's services under this Agreement.
- d. Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no claims by third parties on the Account. Client agrees to immediately notify Advisor in writing if these representations change.
- e. The Assets contributed by Client to any Account were not or are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations, and neither Client nor any person controlling or controlled by Client is an individual or entity named on a list of prohibited persons or entities by the United States Treasury Department's Office of Foreign Asset Control.
- f. Client represents and warrants that he or she (1) is of legal age and capacity, (2) has full authority and power to retain Advisor, (3) the execution of this Agreement will not violate any law or obligation applicable to Client, and, (4) Client owns the Account and the Assets, without restriction.

13. Proxies and Class Actions

- a. Unless otherwise agreed with Client, Advisor will be responsible for voting all proxies with respect to securities held in the Account and will keep such records as may be required in connection with such activity. Advisor has the authority to engage a service provider to assist with vote analysis and administrative functions related to voting such proxies.
- b. Upon Client's request, Advisor will provide to Client a copy of Advisor's Proxy Voting Policy as well as information concerning the voting of securities in the Account. Advisor may also, at its discretion, provide firm-level proxy voting reports.
- c. Advisor will not be responsible for filing or participating in class actions or legal proceedings involving securities held in or formerly held in Client's Account. Notwithstanding the foregoing, any costs incurred by Advisor in voluntarily participating in any such action or proceeding or otherwise assisting Client with respect thereto, shall be borne by Client. Without limiting the generality of the foregoing, Advisor shall have no responsibility for monitoring, handling, filings or advising with respect to any such action or proceeding.
- d. Client shall retain, with respect to all Assets in the Account, to the same extent as if Client held the Assets outside the Account, the right to proceed directly as a security holder against the issuer of any security in the client's Account, and shall not be obligated to join any other clients advised by the Adviser, as a condition precedent to initiating such proceeding.

14. Termination

- a. This Agreement will continue in effect until terminated by either party by written notice to the other.
- b. Termination of this Agreement will not affect (1) the validity of any action previously taken by Advisor under this Agreement; (2) liabilities or obligations of the parties from transactions initiated before termination; or (3) Client's obligation to pay Management Fees (prorated through the date of termination).
- c. Upon termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. Client will be entitled to a prorated refund of unearned Management Fees, if any, based on the time and effort completed prior to the termination date.

15. Assignment

- a. This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Advisor without the prior consent of the other party.
- b. 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 pursuant to Section 205(a)(2) of the

Advisers Act and Rule 202(a)(1)-1 thereunder.

- c. If there is a change in control of Advisor resulting in an assignment of this Agreement (as that term is defined under the Advisers Act), Advisor will notify Client about the assignment and will continue to provide services to Client. If Client does not object to the assignment by terminating this Agreement within 30 days of the sending of the notification, the successor Advisor will assume that Client has consented to the assignment and such successor Advisor will become Advisor to Client under the terms and conditions of this Agreement.

16. Non-Exclusive Management

- a. Advisor, 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. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client.
- b. Nothing in this Agreement requires Advisor to invest or recommend for the Account any investment which Advisor, its principals, affiliates or employees, may undertake for their own accounts (or for the account of any other client).

17. Death or Disability

- a. The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. Advisor may accept instructions or terminate this Agreement at the direction of an authorized representative, such as an executor, guardian, or attorney-in-fact, upon receipt and verification of appropriate documentation confirming the representative's authority.
- b. Client recognizes that the Custodian may not permit Account transactions until required documentation is provided to the Custodian.

18. Disclosure Statement

- a. Client acknowledges receipt of Advisor's brochure (Part 2A and 2B of Form ADV) prior to or along with execution of this Agreement.
- b. Client acknowledges that Client has had a reasonable opportunity to review these documents and to discuss their contents with professionals of Client's choosing prior to the execution of this Agreement.
- c. These documents describe possible conflicts of interest between Client and Advisor and Advisor's representatives. Client acknowledges receiving the information and consents to receive financial advice from Advisor and Advisor's representatives despite any disclosed conflicts.

19. Electronic Delivery

- a. Client agrees to accept all required regulatory notices and disclosures via electronic mail, via Advisor's website, and via all other correspondence from Advisor.
- b. Advisor's duty to deliver documents is completed upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address or by informing Client that such document is available on Advisor's website.

20. Confidentiality

- a. All information, recommendations and advice furnished by Advisor and its affiliated persons to Client (including its affiliates, agents and representatives, such as 3rd party compliance support personnel and administrative personnel), including confidential or non-public information with respect to investments, shall at all times be treated in the strictest confidence by Client and Client will afford all such information, recommendations and advice at least the same protection as Client affords its own most confidential information. In addition, Client will not, except as described below, disclose any such information and will use such information solely for its own purposes in evaluating and monitoring investments and its relationship with Advisor. Client may disclose any such information to its employees, officers, agents and representatives (including auditors and counsel) to whom it is necessary to show such information, so long as each of them are informed of the confidential nature of such information and the terms hereof and they agree to hold such information confidential as provided herein. Client may also disclose any such information as required by law or by demand of any regulatory agency or self-regulatory organization; provided that Client shall, to the extent practicable, give Advisor advance notice of any such disclosure. Nothing contained in this Agreement shall require Advisor to disclose the details of its trading programs or formulae and trading strategies.
- b. Advisor shall, and shall cause its affiliated persons to, maintain the confidentiality of all confidential and/or non-public information furnished to Advisor by Client and to protect such confidential information from delivery or disclosure, except such disclosures as are necessary in connection with the provision of Advisory Services and management of the Account, provided that any such disclosure shall only be made on a need-to-know and confidential basis, provided further, that any such disclosure shall not include disclosure of Client's directors or officers, affiliates, directors or officers of affiliates, or beneficial owners, except with the prior written consent of Client or as required by law.
- c. This Section 19 shall not apply to any information that is received by Advisor or Client, as applicable, on a non-confidential basis from a source other than under this Agreement, that becomes publicly known other than in violation of this Agreement or is independently developed without the use of any information subject to this Agreement.

21. Client Conflicts

- a. If this Agreement is between Advisor and related Clients (e.g., husband and wife, life partners, etc.), Advisor's services shall be based upon the joint goals communicated to Advisor. Advisor is granted permission by each party to discuss the Assets including any individually titled accounts with the other party, unless those Accounts are specifically excluded from this permission.

- b. Advisor shall be permitted to rely upon instructions from either party with respect to the Assets, unless and until such reliance is revoked in writing to Advisor. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.

22. Referral Fees

- a. If Client was introduced to Advisor through a solicitor or promoter, Advisor may pay that solicitor or promoter ("Solicitor") a referral fee in accordance with Rule 206(4)-3 of the Advisers Act. The referral fee shall be paid solely from Advisor's compensation as defined in this Agreement, and will not result in any additional charge to Client.
- b. Client acknowledges receiving the written disclosure statement disclosing the terms of the solicitation arrangement between Advisor and the Solicitor, including the compensation to be received by the Solicitor from Advisor.

23. Arbitration Agreement

- a. Adviser and Client each hereby expressly and irrevocably agrees that, to the extent not inconsistent with applicable law, in the event of any dispute between the parties, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and Commercial Arbitration Rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction.
- b. 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.
- c. The venue for the resolution of any dispute shall be New York, New York.
- d. Client acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement.
- e. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to Section 5 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 attorney's fees and other costs of collection. The venue for the resolution of non-payment of any portion of Adviser's compensation shall be the United States District Court for the Southern District of New York.

24. Entire Agreement. This Agreement represents the entire agreement between the parties. This Agreement supersedes and replaces, in its entirety, all previous agreements regarding the Account(s) between Client and Advisor.
25. 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.
26. Amendments. 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 mailing.
27. Choice of Law This Agreement shall be governed by and construed under New York law, without giving effect to New York conflict of law provisions or to constructive presumptions favoring either party.
28. Electronic Signature. Client agrees that this Agreement and any other documents to be delivered in connection with this Agreement may be electronically signed or otherwise acknowledged digitally and that any such electronic signatures or digital agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

EXHIBIT A

Documents included in Enrollment Process

Investment Advisory Agreement

Form ADV Part 2A, Form ADV 2A Wrap Fee Brochure, and 2B

Form CRS – Customer Relationship Summary

Privacy Notice

EXHIBIT B**Wrap Fee**

| Value of Assets | Monthly Management Fee | Annual Management Fee |
|--|------------------------|-----------------------|
| First \$1,000,000 | .0325% | .39% |
| Next \$4,000,000 (over \$1M up to \$5M) | .0242% | .29% |
| Assets over \$5,000,000 | .0158% | .19% |