



INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (“Agreement”), effective as of the date indicated below, is by and between Giraffe Invest, Inc., a Registered Investment Adviser under the jurisdiction of the SEC and FINRA with a CRD number of 316441 (“Giraffe,” “we,” “us,” “our,” and similar expressions), and the undersigned (“Client,” “you,” “your,” and similar expressions), to provide Client with investment advisory services via your brokerage account or accounts established at the designated custodian listed in Section 4 of this Agreement, herein individually and collectively referred to as the “Account.” This Agreement becomes effective on the date in which we receive the signed Agreement. The terms and conditions of this Agreement are as follows:

1. **Fiduciary Duty.**

- a. As an investment advisor, Giraffe has a fiduciary duty to our clients, which obligates us to only make investment recommendations that are suitable to a client’s financial circumstances. To provide our services, we rely on the financial and other information you provide us (“Suitability Information”) and we use this Suitability Information to develop our recommendations. We have no duty or obligation to investigate the accuracy or completeness of the Suitability Information. You acknowledge that the suitability of our recommendations is dependent on you providing accurate Suitability Information, and regularly updating it when circumstances change.
- b. We are required to maintain your personal data and other records in our files for compliance purposes. We are required by regulators and by our fiduciary duty to exercise great care in our cybersecurity practices to keep your data safe, and we commit to doing so.
- c. You agree that our fiduciary relationship with you extends only to our management of your Account, and does not encompass general financial-advisor services, tax advice, retirement planning, accounting, advice on voting proxies, or legal advice. In the future, if we choose to offer other fiduciary services, we will amend this Agreement to reflect our offering such services.

2. **Our Compensation.**

- a. Our annualized Advisory Fee is a quarter-percent (0.4%) of the total assets under management in the Account(s). The Advisory Fee is charged monthly in arrears on the last day of each month based upon the value of the Account as of the last day of the month. For an Account opened intra-month, or you withdraw assets from the Account, close your Account, or terminate this Agreement intra-month, the Advisory Fee will be pro-rated. By signing this Agreement, you acknowledge and authorize us to automatically deduct our Advisory Fee from the Account.
- b. Expenses related to the ordinary servicing of the Account, including custody fees, security transaction fees, or platform fees shall be paid by the Client. If the assets



in your Account are worth less than \$6,000, such expenses include an account maintenance charge of \$2 per month. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Such non-ordinary fees include a manual trading charge of \$1 per trade. Operating fees of selected mutual funds and other investment products are deducted from the net asset value of those investments as defined in the prospectus for each product, and shall be paid by the Client.

- c. We may reduce or waive any of these fees at our discretion. Such a waiver does not bind us to continue waiving such fees, and we may cease waiving a fee without notice. We may modify these fees with 30 days written notice.
- d. We are not compensated in any way based on your account performance, except to the degree that such performance changes the amount of your assets under management subject to our Advisory Fees.

3. **Investment Selection.**

- a. Giraffe shall have the power and authority to supervise and direct on a discretionary basis the investments of and for the account of Client, including the purchase and sale of any securities and instruments and any other transaction therein, subject to instructions given by Client to purchase, prefer, avoid, or not to purchase certain securities or types of securities or to maintain certain levels of portfolio risk (the "Guidelines").
- b. You may provide or amend the Guidelines by setting the preferences in the app.
- c. You must inform us during the onboarding questionnaire, or via email at compliance@giraffe.us if you are restricted from buying or selling particular securities, for example because you have "insider" information. If you do not tell us if you are so restricted, we have no way of knowing and you may inadvertently violate securities laws against insider trading or acting as an unlicensed dealer.
- d. For the purpose of determining the Guidelines, we group publicly traded companies into several categories such as Climate, Gender Equality or similar. You acknowledge that we are relying on external sources of information in presenting these categories, and we are not responsible if you unknowingly direct us to invest in or not to invest in the securities of a particular company based on its categorization.
- e. Nothing in this Agreement limits your right to place your own trades, or to amend the Guidelines, as you see fit. However, excessive trading in the Account will hamper our ability to provide investment advice that is suitable for you. You assume all risks associated with self-directed trading, including the risk of losing some or all of your investment.

- 4. **Custodial Arrangement.** We will open your Account with DriveWealth LLC, a registered broker-dealer ("Custodian"). To carry out transactions in the Account, you hereby appoint us as your attorney-in-fact for the limited purpose of issuing instructions to the Custodian to purchase, sell and otherwise to trade in or deal with securities in the



Account and generally to discharge our duties under this Agreement. The Custodian will act as broker and qualified custodian of your assets. Nothing in this Agreement is intended or shall grant us any authority to obtain custody of any funds or securities in the Account. We are not responsible for losses resulting from Custodian's errors or misconduct.

5. **Assignment.** We may not assign this Agreement to any other advisor without your consent, even if we are acquired by another company. If we are acquired, we will notify you and give you the opportunity to consent to such assignment.
6. **Disclosures.** You acknowledge that you have received and carefully read our Form ADV Part 2A, Form ADV Part 2B, Privacy Notice, and Form CRS. If we did not provide these to you, do not sign this Agreement. You acknowledge that investing is inherently risky and that you may lose money, and that investing success is closely correlated with setting long-term investing plans and following them.
7. **Financial Exploitation.** You give us permission to notify state or federal law enforcement or regulatory agencies for your benefit if we believe that you are being financially exploited by another person, and to temporarily delay account withdrawals that we believe are in furtherance of such financial exploitation.
8. **Termination.** Either party may terminate this Agreement with 5 days written notice to the other party. If you wish to terminate this Agreement, you must do so by email to support@giraffe.us.
9. **Jurisdiction.** This Agreement is governed by the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.