

INCOMECLUB, INC.
INCOMECLUB CLIENT AGREEMENT

The Client and IncomeClub, Inc., a Delaware corporation and an SEC registered investment adviser (“IncomeClub”), agree to enter into an investment advisory relationship which allows IncomeClub to manage Client’s Account at such Custodian as IncomeClub may designate (the “Custodian”). This Agreement is effective as of the first day such Account is opened and is ready to receive trading instructions from IncomeClub (the “Effective Date”) based upon the investment recommendations of IncomeClub to Client. In consideration of the mutual covenants herein, Client and IncomeClub agree as follow:

1.Services.

The Client grants IncomeClub various limited discretionary authorities to manage the Client’s Account, established and owned at Custodian by the Client, in accordance with the Client’s investment objectives through the purchase, sale, exchange, redemption, conversion, or other disposition of investments, income, or proceeds deposited and held in the Client’s Account. If required by the Broker, the Custodian, or other third-party service provider for the Client’s Account, as identified below, the Client agrees to provide the IncomeClub with a limited power of attorney to evidence IncomeClub’s discretionary authority over the Client’s Account. Such third-party agreements and limited powers of attorney will remain subject to the limitations under this Agreement. The Client retains IncomeClub for the following service:

1.1. Auto-Invest Service

Auto-Invest is a fully automated service whereas IncomeClub constructs the Client’s portfolio investment model. After the portfolio is set for the execution, the IncomeClub will run the inventory and check the Client’s cash on continuous basis, and select specific securities and quantities that suit the Client’s portfolio investment model. The IncomeClub will retain the right to make a decision to sell specific securities which are held on the Client’s account. The Client grants IncomeClub limited discretionary authority to choose securities, size, and price and time to purchase or sell these securities. IncomeClub will issue trading instructions to the Custodian to cause the Client’s account to purchase or sell selected securities.

2.Investment Strategy and Limitations.

IncomeClub’s investment authority will be limited by any investment objectives, guidelines, or restrictions as Client and IncomeClub may agree upon from time to time in writing through the Website, as well as limitations imposed under any applicable legal investment laws. IncomeClub’s investment decisions will be largely driven by IncomeClub’s investment strategy and any limitations, rather than the timing of Client’s purchase of any particular investment or how long Client has held a particular investment. IncomeClub may purchase, sell, and hold investments in Client’s portfolio without specific consideration of Client’s other investments and without regard to the specific tax consequences to Client resulting from the sale of an investment.

3.Client's Representations and Warranty.

- 3.1. Client has the full right, power, authority and requisite legal capacity to enter in this Agreement and perform the obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client’s execution of this Agreement and the performance of his or her obligations will not violate, conflict with, require consent under or result in any breach or default of any obligations or contracts by which the Client is bound by operation or law or otherwise. The client representative (the trustee, agent, representative or nominee) for a Client that is an entity executing this Agreement on behalf of Client has the requisite legal

capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Clients that are corporations or partnerships represent and warrant that the individual signing this Agreement has the authorization to execute this Agreement by appropriate corporate or partnership action. If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement and that the services described herein are authorized under the applicable plan, trust or law. Client shall deliver to IncomeClub evidence of Client's and client representative's authority upon opening the Account and when requested by IncomeClub. Client shall also promptly notify IncomeClub of any change in such authority along with any amendments to Client's organizational or delegation documents that modifies the information Client provided to IncomeClub on opening the Account.

- 3.2. For Entity Clients: If an entity opens an Account and appoints a client representative to enter into this Agreement, the entity shall be the Client. Furthermore, the Client and client representative acknowledge and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to the client representative.
- 3.3. For Joint Account Clients (With Rights of Survivorship): Clients opening Joint Accounts (With Rights of Survivorship) acknowledge and agree that the representations, warranties and agreements made herein are made on behalf of all of the joint account holders and further agree that: (a) each joint account holder has the authority to act on behalf of the Account; (b) IncomeClub will accept such instructions from any one Client; (c) each joint account holder is a Client; (d) each joint account holder is jointly and severally liable according to the terms of this Agreement; and (e) that in the case of death a joint account holder, interest in the entire Account shall vest in the surviving account holder(s) under the same terms and conditions of this Agreement and the surviving account holder(s) shall promptly provide IncomeClub with written notice thereof and provide any documentation reasonably requested by IncomeClub in its management of the Account.
- 3.4. If this Agreement is between the IncomeClub and related Clients (i.e. husband and wife, life partners, etc.), IncomeClub's services shall be based upon the joint goals communicated to the IncomeClub. IncomeClub shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the IncomeClub. The IncomeClub shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients. The Client agrees to indemnify and hold the IncomeClub harmless from any claims, losses, damages, or expenses arising from or related to disputes between or among the Client.
- 3.5. Client owns or is the co-owner of the Account including all cash and Securities held therein. The Client represents and warrants that there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.
- 3.6. Client acknowledge that the Account's assets cannot be and are not assets of "employee benefit plans" within the meaning of the Federal Employee Retirement Income Security Act of 1974, as amended.

4. Client Responsibilities.

The Client agrees to provide information and/or documentation requested by IncomeClub in furtherance of this Agreement as pertains to Client's investment objective, needs and goals, and to keep further informed by any changes regarding same. The Client acknowledges that that IncomeClub cannot adequately perform its services for the Client unless the Client diligently performs his responsibilities under this Agreement. IncomeClub shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon. Client shall communicate to IncomeClub promptly,

in writing, any material changes in such information. Client acknowledges and understands that the service to be provided by IncomeClub under this Agreement is limited to the management of the Assets and does not include financial planning or any other related or unrelated services.

5. Client's Acknowledgement.

- 5.1. Client acknowledges receipt of IncomeClub's disclosure brochure (From ADV, Part 2A), on or before the date of execution of this Agreement, which may be amended and updated from time to time and provided to Client. If Client received such information less than forty-eight (48) hours prior to entering into this Agreement, this Agreement may be terminated by Client without penalty within five (5) business days from the Effective Date. On written request by Client, IncomeClub agrees to annually deliver electronically, without charge, IncomeClub's brochure required by the Advisers Act.
- 5.2. Client Acknowledges receipt of IncomeClub's Privacy Policy describing its practices for the collection and sharing of client information.
- 5.3. Client acknowledges that IncomeClub serves other clients and affiliates, and may give advice and take action with respect to any of them that may differ from the advice given, or the timing or nature of action taken, with respect to Client and the Account. IncomeClub shall have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security that IncomeClub, its principals, affiliates, or employees may purchase or sell for themselves or for any other client.

6. Directions to the IncomeClub. All directions by the Client to the IncomeClub (including notices, instructions, and directions relating to changes in the Client's investment objectives) shall be in writing via the Website. The IncomeClub shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

7. IncomeClub's Management Fees and Billing Arrangement.

- 7.1. IncomeClub is compensated by charging an annual Advisory Fee based on the percentage of assets under management. The Advisory Fee is 0.25% per year and it is based on the custodian reported value of the Account. The Advisory Fee is charged on a monthly basis, but calculated on a continuous basis. The Advisory Fee is based on the custodian-reported net market value of the Client's Account as of the end of each trading day. IncomeClub calculates a daily Advisory Fee for each trading day, which is equal to the fee rate multiplied by the custodian reported net market value of the Client's Account for that day and then divided by 252. The Advisory Fee for a calendar month is equal to the total of the daily fees calculated during that month for every trading day (less any deductions or fee waivers) and is deducted from Client Accounts no later than the fifth business day of the following month by a custodian.
- 7.2. IncomeClub has the right, in its sole discretion, to negotiate, raise, reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by IncomeClub. IncomeClub will promptly notify the Client of any increase, decrease or waive of the Advisory Fee, or amend its billing arrangements. A wave of Advisory Fee will be effective for the Client's Account starting in the next trading day. An increase in the Advisory Fee will be effective for the Client's Account starting in the next month that begins at least 30 days after a relevant notice is sent to the Client or published on the IncomeClub's website. A decrease in Advisory Fee will be effective for the Client's Account starting in the next month following the reduction notice. The effective Advisory Fee is posted on the Client's "My Account" page in the IncomeClub's website.
- 7.3. Cash balances and investments in money market funds, demand deposit accounts, and certificates of deposit held at the Custodian are covered by the Account and are included in the Advisory Fee calculations.
- 7.4. Client authorizes the Custodian of the Account to charge the Account for the amount of the Advisory Fee and to remit such fee to the IncomeClub in accordance with required regulatory procedures. Client authorizes Client's custodian to promptly pay each the Advisory Fee in this manner.

- 7.5. The Advisory Fee is exclusive of brokerage commissions, transaction fees, and other related costs and expenses that are incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, third party investments and other third parties such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus. Such charges, fees and commissions are exclusive of and in addition to the Advisory Fee and IncomeClub will not receive any portion of these commissions, fees, and costs.
- 7.6. If for any reason there is insufficient cash available in the Account to cover the Advisory Fee at the time the Advisory Fee is charged and deducted from the Account, IncomeClub or Custodian, in its sole discretion, may cause securities in the Account to be liquidated to cover the Advisory Fee.
- 7.7. If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the month, Client shall immediately pay any outstanding aggregate daily Advisory Fee for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination, as of such effective date.
- 7.8. If, for any reason, IncomeClub shall close and liquidate all the positions held in the Account, Client may receive the proceeds of the liquidated portion of the Account, and this Agreement shall terminate.
- 7.9. No portion of IncomeClub's Advisory Fee shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940.

8. Custody Services.

The IncomeClub does not provide custody services and the IncomeClub will not have possession or custody of the Client's cash, checks, securities, or other property. The Assets shall be held by an independent custodian, not the IncomeClub.

9. Custodian Selection.

The IncomeClub has selected the Interactive Brokers, LLC as the Custodian to hold the Client's Account. The IncomeClub reasonably believes the Custodian meets the requirements of a "qualified custodian" in SEC Rule 206(4)-2, *Custody of Funds or Securities of Clients by Investment Advisers*. The Client authorizes the IncomeClub to enter into custodial agreements with the Custodian and the Client agrees to be bound by its terms and conditions. The custodial agreement will govern the custodial-related aspects of the Client's Account. IncomeClub shall have no liability with respect to custody arrangements or the acts, conduct, or omissions of the custodian.

10. The Client's Account.

The IncomeClub will only manage those assets held in the Client's Account pursuant to the terms of this Agreement. All transactions in the Client's Account are solely for the Client's benefit and risk. The Client may make deposits to the Client's Account at any time, unless prohibited by law. The Client may withdraw or transfer cash or securities from the Client's Account at any time, but the IncomeClub does ask that the Client provide the IncomeClub with prior notice so that the IncomeClub may plan accordingly. The IncomeClub is not responsible for transfers or withdrawals the Client may make from the Client's Account or any investment directions, limitations, or restrictions that the Client may give the IncomeClub.

11. Account Transactions.

The Client authorize the IncomeClub to give instructions to the Custodian to manage the Client's Account. The Client authorizes the Custodian to follow those instructions to effect transactions, deliver securities, make transfers and payments, deduct fees and charges, and take other actions with respect to the Client's Account. The Client will be responsible for paying any custodian fees, which are exclusive of, and in addition to the

IncomeClub's fees. Any withdrawals, transfers, or other distributions the IncomeClub may direct from the Client's Account may only be made in the Client's name and sent to the Client's latest known address, or to another account titled in the Client's name, except: (i) the settlement of transactions for the Client's Account; (ii) the payment of the IncomeClub's fees; (iii) the payment of fees and charges by the Broker-Dealer and the Custodian; and (iv) as the Client may direct the IncomeClub in writing. The IncomeClub is not responsible for the Custodian's errors, actions, or omissions but, without assuming any obligation, the IncomeClub will help the Client to resolve them.

12. Account Statements.

The Custodian will provide the Client periodic account statements, which are official records of the Client's account, at least quarterly, indicating all amounts withdrawn or disbursed from the Client's Account, including the IncomeClub's fees, and all transactions occurring in the Client's Account during the period covered by the statement. Typically, those statements will also include a summary of the Client's investment positions and their values at the end of the reporting period. The IncomeClub will rely upon these account statements. The Client must promptly review these statements and immediately notify the IncomeClub if the Client has any concerns or believes any action or omission for the Client's Account was in error or was contrary to the Client's investment objective or any other instructions the Client may have given. Contact the IncomeClub immediately if the Client does not receive an account statement from the Custodian, or an account statement is not available at Account Management section in the Custodian website for electronic delivery. The Custodian will send or make available to the IncomeClub copies of the Client's account statements.

13. Brokerage Services.

The IncomeClub does not provide brokerage services.

14. Brokerage Selection.

IncomeClub has selected the Interactive Brokers, LLC to provide brokerage services for the Client's Account.

15. Securities "Crowdfunding".

Transactions for each Client account generally will be effected independently, unless IncomeClub decides to purchase or sell the same securities for several Clients at approximately the same time. IncomeClub may (but is not obligated to) combine or "pool" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among IncomeClub's Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among IncomeClub's Clients in proportion to the purchase and sale orders placed for each Client account on any given day. ***The Client understands and accepts a high liquidity risk associated with purchasing bonds, which are generally traded by large trading unit size, through "crowdfunding". An attempt to sell such securities prior to maturity may meet a lack of buyers, create a higher execution price or may not satisfy the minimum trade unit size.*** To the extent that the IncomeClub determines to aggregate Client orders for the purchase or sale of securities, including securities in which IncomeClub's principal(s) and/or associated person(s) may invest, the IncomeClub shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, *SMC Capital, Inc.* The IncomeClub shall not receive any additional compensation or remuneration as a result of the aggregation.

16. Brokerage Transactions.

The Client authorize the IncomeClub to open, in the Client's name and for the Client's benefit and risk, one or more brokerage accounts with the Custodian. The brokerage account will be governed by a separate agreement between the Client and the Custodian. The Client agrees to be bound by its terms and conditions. The brokerage agreement will govern the brokerage-related aspects of the Client's Account. The IncomeClub will perform its investment management services through the Client's Account. The Custodian will provide the Client with trade confirmations for transactions it executes for the Client's Account. Carefully review all trade confirmations and promptly notify the IncomeClub if the Client objects to any reported trades. The Client will

be financially responsible under each brokerage agreement for all transactions, fees, and charges as will be incurred in the IncomeClub performing its services for the Client. These may include brokerage fees, commissions, concessions, mark-ups, mark-downs, account maintenance, termination, and transfer fees, and other costs as may be charged by the brokerage firm. Typically, these charges will be deducted from the Client's Account by the brokerage firm and will appear on the Client's periodic account statements. The IncomeClub is not responsible for the Custodian's errors, actions, or omissions but, without assuming any obligation, the IncomeClub will help the Client to resolve them.

17. Conflicts of Interest and Other Disclosures.

The IncomeClub is registered as an "internet investment adviser" with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act"), and it is notice-filed in those states where this is required by state securities laws. The IncomeClub's firm brochure (Form ADV, Part 2A) discloses important information about the firm, services, conflicts of interest that may arise with respect to the IncomeClub's services, implementation of our services, and business relationships that the IncomeClub or its representatives may have with other product or service providers. Ask the IncomeClub if there is anything in this information that the Client does not understand or is a concern to the Client. ***The IncomeClub's firm brochure (Form ADV, Part 2A) is available at IncomeClub's website for electronic delivery.***

18. Confidentiality.

Any information provided to the IncomeClub about the Client, the Client's family, or the Client's financial needs, objectives, or circumstances will be kept confidential except insofar as required by law and as described in the IncomeClub's Privacy Policy as it may be amended from time to time. The IncomeClub may provide information regarding the Client and the Client's Account to the Broker, the Custodian, any mutual fund companies, and any insurance companies handling or holding investments for the Client's Account. The IncomeClub may provide information to the Client's family members, the attorneys, accountants, or other professionals whom the Client may identify to the IncomeClub from time to time. The IncomeClub may also provide information to other persons as reasonably necessary in performing the IncomeClub's services as permitted by applicable law and described in the IncomeClub's current Privacy Policy.

If the Client distinctly provides his/her photograph and/or other information to use in IncomeClub marketing's materials, including, but not limited to display it on IncomeClub's website, the Client thereby allows IncomeClub to use the provided photograph, name and/or other information in a commercially prudent way now and in future until this agreement is effective, and Client waives any and all rights to compensation as a result of such use of Client's image and information. Client's photograph, name and/or other information provided may be used by IncomeClub until this Agreement is terminated by either party or upon Client's written request by e-mail (support@incomeclub.co).

The Client agrees to treat confidentially the IncomeClub's investment advice and investment recommendations and decisions; no other person shall be entitled to rely upon them.

19. IncomeClub Liability.

Except as otherwise provided by federal or state securities laws, the IncomeClub, acting in good faith, shall not be liable for any action, omission, investment recommendation and/or decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the Client by the IncomeClub, including a Broker and/or Custodian. If the Account contains only a portion of the Client's total assets, IncomeClub shall only be responsible for those assets that the Client has designated to be the subject of the IncomeClub's investment management services under this Agreement without consideration to those additional assets not so designated by the Client. Additionally, nothing in this Discretionary Investment Advisory Agreement constitutes a waiver of any rights under the Investment Advisers Act of 1940, as amended, or under federal securities laws.

20. Risk Acknowledgement.

IncomeClub **does not** guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that IncomeClub may use, or the success of IncomeClub's overall management of the Account. Client understands that investment decisions made for the Account by IncomeClub are subject to various market, currency, liquidity, economic, political and business risks, and that those investment decisions will not always be profitable. The client understands and agrees that IncomeClub is not liable to the Client for any losses incurred by the Client that relates to any securities performance held in the client's account. All investment bear different types and degrees of risk and investing in securities involves risk of loss that the Client should be prepared to bear including loss of principal.

21. Term and Termination.

This Agreement will continue in effect until terminated by either party. The Client may terminate this Agreement at any time. Upon notice of termination, any fees will be pro-rated for the number of days that services were rendered during the termination month and immediately due. In case of termination or withdrawal, unless otherwise directed by the Client, IncomeClub will send instructions to Custodian to sell the securities in the Client Account (or portion of the Account, in the case of a partial withdrawal) at market prices at the time of the termination or withdrawal.

22. Account Reporting.

The Interactive Brokers, LLC, as a Custodian, provides various account reports, which are available for electronic delivery at Account Management section in the Interactive Broker's website.

23. Proxy Voting.

The IncomeClub will not vote proxies sent by companies with respect to the securities held in the Client's Account. The IncomeClub will direct the Custodian to send all proxy materials and corporate communications to the Client instead of the IncomeClub. The Client will be solely responsible for voting proxies. The Client would be pleased to assist the Client by answering any questions and offering the IncomeClub's advice to help the Client make an informed decision.

24. 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.

25. Trade Errors.

All Account trades are placed electronically or telephonically by IncomeClub. IncomeClub assumes responsibility for any Account losses for trading errors directly resulting from IncomeClub's failure to follow IncomeClub's trading procedures or from a lapse in IncomeClub's internal communications. In such instances, the Account(s) will be compensated for any such corresponding losses. However, the Client acknowledges that IncomeClub cannot and will not be responsible for Account errors and/or losses that occur where IncomeClub has used its best efforts (without direct failure on the part of IncomeClub) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the Account not being traded at the same time or at the same price as others, and such occurrence is not a result of IncomeClub's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which IncomeClub is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. IncomeClub has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The Client further acknowledges that IncomeClub cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by the IncomeClub. Finally,

IncomeClub cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund asset management programs.

26. Death and Disability.

The Client's death, disability, or incompetency will not terminate or change the terms of this Agreement or have any effect until the IncomeClub receives actual notice. However, the Client's personal representative, guardian, attorney in fact, or other authorized representative may terminate this agreement by giving the IncomeClub written notice. The Client acknowledges that the Broker or the Custodian may not permit any further account transactions until such time as appropriate documentary authority is provided to the Custodian.

27. Non-Exclusive Management.

IncomeClub, 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 the IncomeClub does for the Account. Client expressly acknowledges and understands that IncomeClub shall be free to render investment advice to others and that IncomeClub does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon the IncomeClub any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which the IncomeClub, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of the IncomeClub such investment would be unsuitable for the Account or if the IncomeClub determines in the best interest of the Account it would be impractical or undesirable.

28. Entire Agreement.

This Agreement constitutes the entire agreement between Client and IncomeClub with respect to the Account. IncomeClub may amend this Agreement by providing Client with 30 days' prior written notice. Client is free to terminate this Agreement, as provided above, if the change is not acceptable. In the event that any provision of this Agreement is declared to be invalid, such declaration shall not be deemed to affect the validity of any of the other provisions of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard for conflict of laws principles.

29. Notices.

All required notices and communications under this Agreement must be made through the IncomeClub's website or by email. IncomeClub's email address for this purpose is support@incomeclub.co, and Client's contact information for this purpose can be found in the Client's "My Account page" on the IncomeClub's website and the primary email address (es) in Client's Account Application as Client shall update form time to time.

30. Assignment.

No "assignment" (as that term is construed under the Investment Advisers Act of 1940) of this Agreement may be made by IncomeClub without Client's consent. The Client's consent may be given in writing, or by implied consent permitted under applicable laws, rules, and interpretations. Client's consent to an assignment may be conclusively presumed if IncomeClub provides Client with written notice describing the proposed assignment with an opportunity and method to terminate this Agreement not less than 30 days prior to the event and, thereafter, Client continues IncomeClub's services under this Agreement without written objection or contract termination. Any corporate reorganization or change in ownership of IncomeClub that does not result in a change of control of IncomeClub is not an "assignment" for this purpose.

31. Applicable Law.

This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. 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 California. In addition, to the extent not inconsistent with

applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between IncomeClub and Client shall be the State of California.

32. Binding Arbitration.

You agree with us to resolve any and all disagreements by final and binding arbitration.

33. Important Disclosures.

You acknowledge that:

- Arbitration shall be final and binding on you and us.
- You and we are each waiving our respective rights to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than, and different from, court proceedings.
- The right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- This agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum to the extent that such a waiver would be void under applicable law.

34. Agreement to Arbitrate.

You agree with us that, except as inconsistent with the preceding sentence, **ALL CLAIMS OR CONTROVERSIES, AND ANY RELATED ISSUES**, which may arise at any time between us (including our representatives, members, managers, officers, employees, and agents) concerning any investment advice, recommendation, or exercise of limited discretionary authority with respect to any subject matter; any transaction or order; the conduct of our representatives, members, managers, officers, employees, and agents; the construction, performance, or breach of this or any other agreement between you and us, whether entered into prior to, on, or subsequent to the date of this Agreement; the breach of any common law or statutory duty; or the violation of any federal or state law of any nature **SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A LAWSUIT IN A COURT OF LAW OR EQUITY.**

35. Arbitration Forum.

Any arbitration pursuant to this Agreement shall be conducted in accordance with, and governed by, a mutually agreeable arbitration forum, but, in the absence of such agreement, then the American Arbitration Association and its Code of Arbitration Procedure. Any arbitration must be commenced by delivery to the other party of a written demand for arbitration or a written notice of intention to arbitrate setting forth in detail the claim or controversy to be arbitrated. The location for all arbitration proceedings shall be in a mutually agreeable location but, in the absence of such agreement, then in the State of California.

36. Arbitration Award.

The arbitrators shall issue a written and reasoned decision with their award. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction. You agree and consent that any state or federal court located in California shall have personal and subject matter jurisdiction to enter judgment on an arbitration award.

37. Consent to accept Electronic Communications, Records and Documents Delivery.

IncomeClub, as a SEC registered internet advisor, provides electronic communications, records and document delivery. The documents and records to be provided to you electronically include , but not limited to , existing Income Club Client Agreement and all amendments, notices and/or other agreements that supplement the

IncomeClub Client Agreement, IncomeClub's brochure (Form ADV 2A), Privacy Policy, other required and related legal disclosures, account statements, fee calculations and performance reports. The documents and records may be sent to the Client's e-mail address, or for security purpose may be posted on the IncomeClub website. The Client will need to log in, go to "My account" page and retrieve the documents and records.

The Client agrees that, by opening and accessing his/ her account, he/she consents to accept electronic communications, records and documents delivery. Such consent will apply on an ongoing basis and for every calendar year unless withdrawn by the Client. The Client can withdraw such consent at any time by providing in writing an electronic notice to IncomeClub by e-mail (support@incomeclub.co) or through IncomeClub website. IncomeClub and its clients rely on IncomeClub's electronic functionality and IncomeClub reserves the right to not establish or cancel the client's account that is not consent with electronic communications, records and documents delivery.

The Client is responsible to provide a valid e-mail address and maintain compatible operating system, web browser and hardware to receive, read and send e-mail, and download and print electronic documents and records. The Client must update his/her e-mail address by using those procedures to change the client's e-mail address that is available on the IncomeClub website. If the IncomeClub is repeatedly unable to deliver the Client's electronic document(s) to the specified email address, the IncomeClub reserves the right to terminate the electronic delivery of documents service, deliver the documents to the Client via U.S. mail and cancel the client's account.

The Client agrees that, by opening and initial use of his/ her account, he/she is indicating that he/she has reviewed IncomeClub's Privacy Policy and others policies on IncomeClub websites, received IncomeClub's brochure (Form ADV 2A) and constituted his/her agreement to be bound by the terms of this agreement