

Mostt Inc.
Discretionary Portfolio Management Agreement

This Portfolio Management Agreement (the "Agreement") is made between Mostt Inc. ("Mostt", "we", "us", "our", or "Advisor"), a Delaware limited liability company and SEC registered investment adviser, and you ("you", "your", or "Client"), the person (i) accessing or otherwise making use of the segregated Invest module (the "Invest App") within the Mostt app for mobile phone, tablet or other portable device (the "Mostt App"), which Invest module includes, without limitation, portfolio details and amounts, investment profile information, limited ETF and individual stock recommendation, Invest Account transaction history, tax information and trade details; (ii) registering for a Mostt Account (as defined below) through the Mostt App, and/or (iii) otherwise accessing or making use of our Service (as defined below). This Advisory Agreement concerns the Invest Account (defined below), managed by Mostt for the Client on a discretionary basis and pursuant to the Client's authorization ("Invest Account").

Adviser shall provide Client with discretionary portfolio management services, which may include the strategic organization, structure and management of assets, and the coordination and selection of other professionals. Client will also complete a statement of investment selection or other suitability forms (collectively referred to as "statement of investment objectives") that details Client's financial profile and the assets that are subject to Adviser's management.

This Advisory Agreement shall become effective whenever accepted by you by clicking through the online Advisory Agreement made available during the Invest Account registration process which will signify your assent to the terms and conditions contained herein. Client and Mostt may each be referred to herein individually as a "Party" and together as the "Parties" as context so requires.

1. Scope of Engagement.

- a. Client hereby appoints Adviser as an investment adviser to perform the services hereinafter described, and Adviser accepts such appointment. Adviser shall be responsible for the investment and reinvestment of those assets of Client designated by Client to be subject to Adviser's management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account");
- b. Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets and appoints Adviser with limited power of attorney to buy, sell, or otherwise effect investment transactions involving the Assets in Client's name and for Client's Account;
- c. Adviser is authorized, without prior consultation with Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;
- d. Client acknowledges that Adviser may, in accordance with Client's investment objective(s), determine to allocate all or a portion of the Assets among various individual debt and/or equity securities and/or mutual funds, or other securities or investment contracts; and,
- e. Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as it pertains to Client's investment objectives, needs and goals, and to keep Adviser duly informed of any changes regarding same. Client acknowledges that Adviser cannot adequately perform its services for Client unless Client diligently performs Client's responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

2. Adviser Compensation.

- a. Adviser's annual fee for portfolio management services provided under this Agreement is in accordance with the fee schedule annexed hereto and made a part hereof as **Exhibit A**. The annual fee shall be prorated and details related to payment of the fee are also included at **Exhibit A**. No increase in the annual fee shall be effective without Client's prior written consent;
- b. Unless Client pays Adviser directly for its services (in which event Adviser's fee is due and payable upon receipt of Adviser's billing invoice), Client authorizes the custodian of the Assets to charge the Account for the amount of Adviser's fee and to remit such fee to Adviser in accordance with required regulatory procedures;
- c. In addition to Adviser's annual portfolio management fee, Client shall also incur, relative to all mutual fund and exchange traded fund ("ETF") purchases, charges imposed directly at the mutual fund or ETF level (e.g. advisory fees and other fund expenses); and,
- d. No portion of Adviser's Compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940, and/or relevant state law.

3. Custodian. The Assets shall be held by an independent custodian, not the Adviser. Adviser is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions. The fees charged to Client by the custodian are exclusive of, and in addition to, Adviser's Compensation as defined in Item 2 above, and other charges discussed herein. Adviser does not share in any portion of the fees assessed by Client's custodian(s).

4. Execution of Brokerage Transactions. Unless otherwise agreed, Adviser will arrange for the execution of securities brokerage transactions for the Account through custodians that Adviser reasonably believes will provide "best execution." In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a custodian's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Adviser will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions. Adviser does not obligate itself to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for Client's account.

5. Account Transactions.

- a. Client recognizes and agrees that in order for Adviser to discharge its responsibilities, it must engage in securities brokerage transactions described in Item 1 herein;
- b. Commissions and/or transaction fees are generally charged for effecting securities transactions;
- c. Adviser, in return for effecting securities brokerage transactions through certain broker-dealers, may receive from those broker-dealers certain investment research products and/or services which assist Adviser in its investment decision making process for the Client.

6. Risk Acknowledgment. Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

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

8. Proxies. Client shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets. Adviser is authorized to instruct the custodian to forward to Client copies of all proxies and shareholder communications relating to the Assets.

9. Reports. Client will receive confirmations of each transaction executed for the Account and a brokerage statement(s) no less than quarterly directly from the Custodian. Adviser may provide periodic reports to Client as deemed necessary by Adviser.

10. Termination. This Advisory Agreement will continue in effect until terminated by either party by delivering written notice of termination to the other party, via email or regular mail to the address of record. In the event the Advisory Agreement is terminated, any fees that are due, but have not been paid, are due and payable immediately, and may be deducted by Mostt from the proceeds of any sale of securities from your Invest Account prior to the disbursement of any proceeds either to your Bank Account or otherwise.

- You understand and agree that, except where prohibited under applicable law, the cancellation or termination of this Advisory Agreement is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Advisory Agreement or our enforcement or application of this Advisory Agreement; (ii) any practice or policy of Mostt, including our Terms of Service and Privacy Policy, or our enforcement or application of these policies; (iii) the content available through our Service or any change in content provided through the Service; (iv) your ability to access and/or use the Invest Account, Invest Application, or Service; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your Invest Account and all related information and/or files in your Invest Account and/or bar any further access to such information and/or files, our Invest Application (or part thereof) and/or our Service, except as we may otherwise provide from time to time. Notwithstanding the foregoing, the cancellation of your Invest Account will not, by itself without any other factors present, cause the automatic cancellation of your Card Account.
- We will attempt to process all cancellation requests within five (5) business days of receiving such request. However, after a cancellation request has been processed, you may continue to receive the Service until the end of your current monthly subscription period (e.g., less than 30-days), but you will not be entitled to receive a refund of any monthly subscription fees paid in advance as those fees will be applied to cover our reasonable costs to maintain your Mostt Account and Invest Account until the termination date. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect at the end of your then current monthly subscription period.
- Termination of this Advisory Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Advisory Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Advisory Agreement; or (iii) your obligation to pay any advisory fees (pro-rated through the end of the monthly subscription period occurring on or immediately following the date of termination). Upon the termination of this Advisory Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Invest Account except to process the

- sale of any securities in your Invest Account and disburse any proceeds to your Card Account.
- The death or incapacity of the Client shall not terminate the authority of the Advisor granted herein until the Advisor receives a written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no event shall this Advisory Agreement constitute a waiver or limitation of any rights that Client may have under federal or state securities laws if and to the extent such rights cannot be waived or limited.

11. Assignment and Modification. This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser 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 Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940, and/or relevant state law.

Unless expressly stated otherwise, no provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by each party hereto. No failure by Adviser or Client to exercise any right, power, or privilege that Adviser or Client may have under this Agreement shall operate as a waiver thereof.

12. Non-Exclusive Management. Adviser, 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 Adviser does for the Account. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its portfolio management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Adviser, 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 Adviser such investment would be unsuitable for the Account or if Adviser determines in the best interest of the Account it would be impractical or undesirable.

13. Death or Disability. The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your accounts.

14. Receipt of Disclosures. Client hereby acknowledges receipt of Adviser's Privacy Policy Notice and a copy of Adviser's written disclosure statement as set forth on Part 2 and 3 of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act, and/or applicable state law.

15. Electronic Delivery. Client hereby consents to the receipt of disclosure information, including, but not limited to, Adviser's Form ADV and privacy policy disclosures, and other forms of communication electronically. Client asserts that Client is capable of receiving such disclosures electronically, and understands that nonpublic personal information may be sent via email or other electronic media, and that electronic media (including email) may not be as reliable or secure as other forms of communication. Client may withdraw this consent at any time by providing written notice to Adviser in accordance with Paragraph 7 herein.

Unless Adviser has reason to believe that delivery of any electronic communications was not effective (such as a returned email), Adviser is entitled to rely on the information Client provides as evidence of delivery and Adviser is not required to obtain delivery confirmation or a "read receipt." If Client's email

address changes or if Client no longer has the ability to access email or access any related client web portal, Client must promptly notify Adviser in writing and provide updated information, or withdraw this consent of electronic delivery.

16. Trade Errors. All Account trades are placed electronically or telephonically by Adviser. Adviser assumes responsibility for any Account losses for trading errors directly resulting from Adviser's failure to follow Adviser's trading procedures or from a lapse in Adviser's internal communications. In such instances, the Account(s) will be compensated for any such corresponding losses. However, Client acknowledges that Adviser cannot and will not be responsible for Account errors and/or losses that occur where Adviser has used its best efforts (without direct failure on the part of Adviser) 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 Adviser's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which Adviser 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. Adviser has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. Client further acknowledges that Adviser 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 Adviser. Finally, Adviser cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund portfolio management programs.

17. 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.

18. Client Conflicts. If this Agreement is between Adviser and related Clients (i.e. married couple), Adviser's services shall be based upon the joint goals communicated to Adviser. Adviser 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 Adviser. The Adviser 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.

19. Applicable Law. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

20. Authority. Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

21. Acceptance of this Advisory Agreement.

Acceptance. When you use the Mostt Website or the Mostt App to register for an Invest Account in order to make use of the Service (defined below) or when you otherwise access or make use of your Invest Account or the Service, you acknowledge, agree to, and are bound by, the terms and conditions of this Advisory Agreement and Mostt Investment Advisors Terms of Service for Invest Account Services (the "Terms of Service"). If you do not agree to be bound by this Advisory Agreement and the Terms of Service, you should not continue to access or otherwise make use of the Invest Application or

Service. Please note that you cannot use all of the tools included in the Invest Application or Service without first entering separate agreements with third parties such as the Custodian that will be provided to you prior to such use.

Restrictions on Acceptance. When you access or otherwise make use of the Invest Application or the Service, you acknowledge and agree that:

- (a) if you are accepting this Advisory Agreement on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and to act on behalf of such legal entity;
- (b) you have read and understand all of the provisions, terms and conditions set forth in this Advisory Agreement and the Terms of Service;
- (c) you will be bound by all of the provisions, terms and conditions set forth in this Advisory Agreement and the Terms of Service;
- (d) you are at least eighteen (18) years of age;
- (e) you have the right, authority and capacity to enter into this Advisory Agreement and the Terms of Service and to abide by all terms and conditions of this Advisory Agreement and the Terms of Service;
- (f) you have not previously used the Service through an Invest Account which Mostt has terminated or suspended in accordance with the terms and conditions of this Advisory Agreement and the Terms of Service;
- (g) you have a valid U.S. email address;
- (h) you have a valid and active deposit account with a U.S. financial institution that serves as your funding account for your Invest Account;
- (i) you are a resident of one of the fifty (50) states of the United States, or a resident of Washington D.C. and have a valid postal mailing address confirming the same; and
- (j) this Advisory Agreement and the Terms of Service, which are accepted by checking a box or clicking an online acknowledgement, are the legal equivalent of a signed, written contract between you and Mostt Inc.

If you are unable or unwilling to confirm the above statements, then you must not accept this Advisory Agreement or otherwise access or make use of the Invest App or Service.

22. 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 Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. 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. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to Item 2 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 attorneys fees and other costs of collection.

Client understands that this Agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Mostt Inc

14140 Ventura Blvd, Ste 208
Sherman Oaks, CA 91423

Attn: Compliance

Exhibit A

Membership Fees

We will charge a membership fee (i.e., service fee) for the use of our mobile application. Upon completion of enrollment for an investment account and access to the interactive platform you will be given the options to select a membership fee of either \$4.99 monthly or \$49.99 annually, payable in advance. We offer a lifetime membership fee of \$149.99 which is billed as a one-time fee, payable in advance.

All membership fees are non-negotiable and are due during the application process. An option for you to pay the membership fee invoice will be provided through a third party payment service.

You may terminate your membership at any time by cancelling your subscription through the Apple Store or Google Play. Upon canceling a subscription, it will remain active until the end of the already paid period.