# INVESTMENT ADVISORY AGREEMENT

# Eden Financial Technologies Inc. DBA Cove

4349 Old Santa Fe Road, H40 San Luis Obispo, CA 93401 Website: https://usecove.com Email: info@usecove.com

Version Date: 7/22/2025

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Eden Financial Technologies Inc. doing business as Cove (hereinafter referred to as "Cove" or "IA") on the terms and conditions set forth in this Investment Advisory Agreement (the "Agreement").

#### I. Appointment of IA.

Client hereby appoints IA as investment adviser for the Account. Client agrees to promptly notify IA in writing of any changes to the information provided, including suitability preferences, or other information pertinent to the Account and to provide IA with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

#### II. Services by IA.

IA hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

- (a) Supervise the investments of the Account in accordance with the investment objectives of Client
- (b) Monitor the investments of the Account managed by other third-party investment advisers

It is understood and agreed that IA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

#### III. Assessment, Authority & Duties.

As part of the account registration process, Client will be asked a series of questions designed to assess its investment experience, financial situation, risk tolerance, and overall investment objectives ("Risk Profile"). The information Client provides will be used by IA's algorithm to generate investment recommendations tailored to Client's Risk Profile, including suggestions on whether certain securities (e.g., exchange-traded funds) may or may not be suitable for Client.

Client acknowledges that any recommendations by IA are non-binding and are provided solely for informational purposes. Even if a security is not recommended based on Client's Risk Profile, Client may still elect to invest in that security or any other available product at its own discretion. By investing in any security through its Account, Client acknowledges that it is acting on its own initiative and not based on a recommendation or solicitation from IA.

IA does not have discretionary authority over securities to be bought or sold, the amount, or the time when securities are purchased or sold. Cove does not place a trade on behalf of the Client unless directed by the Client to do so.

However, Cove does have authority over the brokerage used by the Client to purchase/sell securities through the Account, as the IA's online software application is set up to direct all client trades to the Custodian (as defined below).

IA acknowledges that it is a fiduciary to the Client under the Investment Advisers Act of 1940. IA will act in the Client's best interest in providing recommendations through IA's digital platform, which uses algorithmic models and automation to generate recommendations based on the Client's responses to onboarding questions and updates to its investment profile. Client acknowledges and agrees that the recommendations provided by IA are dependent on the accuracy and completeness of the information provided through the platform.

# IV. Client Accounts.

IA has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services, after receiving pertinent info from Client. The Custodian at the time this Agreement is executed is identified in Exhibit II hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes IA to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

#### V. Service to Other Clients.

It is understood that IA may perform investment advisory services for various clients and that the services provided by IA are offered/rendered on a non-exclusive basis. Nothing in this Agreement shall be deemed to confer upon IA any obligation to acquire for the Account a position in any security which IA, its principals, or its employees may

acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of IA it is not for any reason practical or desirable to acquire a position in such security for the Account.

#### VI. Inside Information.

IA shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

#### VII. Liability.

IA shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third-party beneficiary rights.

#### VIII. Proxies.

IA will not ask for, nor accept voting authority for securities held by Client. Client will receive proxies directly from the issuer of the security or the custodian, as applicable. Client should direct all proxy questions to the issuer of the security.

#### IX. Fees.

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit I. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

#### X. Valuation.

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Securities that are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to IA by such sources as it may deem appropriate. Any other security shall be

valued in such manner as shall be determined in good faith by IA and Client to reflect its fair market value.

#### XI. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to IA such evidence of such authority as IA may reasonably require, whether by way of a certified corporate resolution or otherwise; IA is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

#### XII. Representations by IA.

By execution of this Agreement, IA represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable law and regulations.

#### XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as permitted hereunder. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party 30 days' written notice.

#### XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to IA at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

# XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

# XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

- Exhibit I Schedule of Fees
- Exhibit II Identification of Custodian

# XVII. Receipt.

Client acknowledges receipt of IA's Privacy Policy Statement and Form ADV Part 2A, Part 2B, and Part 3.

#### <For Texas clients>

Client acknowledges receipt of IA's Privacy Policy Statement, together with Parts 2A, 2B, and 3 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if Client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosures statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

## XVIII. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from IA. These items may include but are not limited to: all statements or reports produced by IA; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that IA is legally obligated to provide or chooses to provide

on an ongoing or periodic basis. Client agrees to immediately notify IA of any changes to Client's e-mail address shown below or other electronic delivery address. If Client does not consent to electronic delivery, then hard copies of the applicable documentation will be provided to Client.

# XIX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

#### XX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in IA's Privacy Policy Statement.

# XXI. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-infact, or other authorized representative may terminate this Agreement by giving IA written notice in accordance with the termination provisions of this Agreement.

#### XXII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, IA in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

#### XXIII. Market Conditions & Disclaimers.

CLIENT **ACKNOWLEDGES** AND UNDERSTANDS THAT ALL INVESTMENTS INVOLVE INCLUDING RISK. THE POTENTIAL LOSS OF PRINCIPAL AND THAT PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. **CLIENT ASSUMES FULL** RESPONSIBILITY FOR ANY INVESTMENT DECISIONS IT MAKES AND AGREES THAT COVE, ITS AFFILIATES, AND SERVICE PROVIDERS ARE NOT LIABLE FOR ANY LOSSES OR DAMAGES ARISING FROM CLIENT'S INVESTMENT ACTIVITIES, REGARDLESS OF WHETHER THOSE ACTIVITIES WERE CONSISTENT WITH OR CONTRARY TO RECOMMENDATIONS MADE THROUGH IA'S PLATFORM.

NOTHING IN THE CLIENT'S RISK PROFILE, ASSESSMENT OR ANY RECOMMENDATION GENERATED BY IA CONSTITUTES FINANCIAL, LEGAL, OR TAX ADVICE. CLIENT SHOULD SEEK

ADVICE FROM A QUALIFIED FINANCIAL ADVISOR BEFORE MAKING ANY INVESTMENT DECISION.

IA DOES NOT GUARANTEE OR WARRANT THAT SERVICES OFFERED WILL RESULT IN PROFIT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IA MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND.

[Signature Pages Follow]

Client Name:			Firm Name
		Eden Financial Tec	hnologies, Inc. DBA Cove
Client Signature	Date	Adviser Signature	Date
Client Street			
Address:  City:	Sta	nte:	Zip:
Phone:	E-Ma	ail(s):	IL L

#### Exhibit I - Fee Schedule

IA charges an advisory fee to Clients based on a percentage of assets under management. The Advisory Fee charged by IA is a 0.8% fee on assets under management.

Cove charges this fee monthly in arrears and defines "assets under management" for the fee calculation as the average daily balance of assets invested into each of the methodologies outlined in Item 4 of Form ADV Part 2A over the month for which the fee has accrued. Cove reserves the right to charge a lower amount than this to clients.

# **Exhibit II - Identification of Custodian**

Custodian or other Authorized Third Party:	Alpaca Securities 12 E 49th ST. Floor 11 New York, NY 10017
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