

INVESTMENT ADVISORY CONTRACT

1. SCOPE OF ENGAGEMENT

This investment advisory contract (the “Agreement”) is made on this ___ day of ___, 20__ between the undersigned party, _____ CLIENT(s): _____ whose address is _____ (hereinafter referred to as “Client,” “you” or “your”), and Marygold & Co. Advisory Services, LLC, a registered investment adviser, whose principal address is 3530 Eyre Hall Pass, New Albany, OH 43054 (hereinafter referred to as “Marygold,” “us,” “we,” or “our”). To access our services you must first be a registered user of Marygold & Co. (our “Parent”). Our services will be provided through the Marygold Mobile Application (the “Mobile Application”). You will be able to set up Money Pools (defined below) that act as goal-oriented savings accounts. When setting up a Money Pool, you will be asked a series of questions relating to your investment goals and investment time horizon (the “Investment Goals”). The Investment Goals do not include questions about a client’s risk tolerance, financial situation or investment experience because Marygold treats each Client as a novice investor.

Subject to the terms and conditions of this Agreement, you hereby appoint us as your investment adviser and we will provide you with the following services hereinafter described and we accept such appointment under the terms and conditions hereinafter stated. Assets Under Management, hereinafter defined and as set forth on **Exhibit B**, shall be collectively referred to as “Account” or “Money Pools.” Client acknowledges that Marygold, in accordance with Client’s investment objectives, may allocate all or a portion of the Account or Money Pools among exchange-traded funds (“ETFs”) and/or cash or cash equivalents.

Investment Management Services: To the extent we will act as your investment adviser and provide you with discretionary and/or non-discretionary investment management and continuous and regular supervision of the assets and accounts that we are managing under this Agreement (“Investment Management Services”) such assets and accounts subject to the Investment Management Services are indicated on **Exhibit B** as Assets Under Management (“Assets Under Management” or “AUM”).

At this time, we do not provide Investment Management Services and all Money Pools will be non-discretionary accounts. We may offer Investment Management Services and discretionary accounts to our clients in the future.

With respect to the assets described on **Exhibit B**, subject to Section 15 of this Agreement, you hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with discretionary and/or non-discretionary trading authority for your Accounts to buy, sell, or otherwise effect investment transactions involving the assets. We are authorized, without your prior consultation for discretionary Accounts and with your prior authorization for non-discretionary Accounts, to buy, sell, and trade in stocks, bonds, mutual funds, exchange traded funds, and other securities and/or contracts relating to the same, on margin (only if a separate written margin authorization has been granted), including investing assets in short-term money-market instruments when we deem necessary, and to give instructions in furtherance of such trading authority to the broker-dealer of the account (“Broker-Dealer”) and Custodian (defined below). Marygold does not offer clients the ability to trade options. If Marygold allows the trading of options on its platform in the future, and to the extent any of your Accounts trade options, you acknowledge that you have viewed a copy of the options disclosure brochure entitled “Characteristics and Risks of Standardized Options,” which is available and on file at our offices, and may also be accessed at <https://www.theocc.com/Company-Information/Documents-and-Archives/Options-Disclosure-Document> and further understand that you may be required to complete the Options Rider which will be made available on Marygold’s website should clients be permitted to trade options.

To the extent we are to offer Investment Management Services in the future, we are authorized to delegate the management of all or part of the Assets Under Management to one or more investment managers and/or investment management programs (collectively referred to as “**Investment Managers**”) based upon your stated investment objectives. Unless otherwise provided on **Exhibit A**, any additional fees payable by you directly to any Investment Manager will be set forth in a separate written agreement between you and the designated Investment Manager and shall be in addition to the Advisory Fee payable under this Agreement. You agree to execute in a timely manner any separate written agreements with the Investment Managers that we may deliver to you. The Investment Managers shall have limited power-of-attorney and trading authority over those assets we direct to them for management and they shall be authorized to buy, sell, and trade in securities in accordance with your investment objectives as communicated by us and to give instructions in furtherance of such trading authority to the Broker-Dealer and the Custodian. We are authorized to terminate or change Investment Managers when, in our sole discretion, we believe such termination or change is in your best interest. We will continue to render services to you relative to the supervision of the Investment Managers and ongoing monitoring and review of account performance, asset allocation, and investment objectives, for which services we shall be paid our Advisory Fee.

We do not currently engage Investment Managers to manage your assets but may do so in the future. If we do engage Investment Managers, we may recommend that you allocate a portion of your assets to accounts and/or products managed by Investment Managers affiliated with our firm (“**Advisory Affiliates**”) following the Initial Assignment. Please note, a conflict of interest would exist to the extent the Investment Managers we recommend are Advisory Affiliates.

Investment Advisory Services: The Accounts will be held by the Custodian. We shall be responsible for providing recommendations related to the assets that you designate to be subject to our advisement as set forth on **Exhibit B** as Assets Under Management but will not be responsible for the execution of the recommendations unless you have directed us to do so. If you do direct us to execute the recommendations, we will in turn direct the Custodian to execute the transaction. We will periodically (and at least once a year) monitor and review the accounts categorized as Assets Under Management as set forth on **Exhibit B** in accordance with your investment needs, goals, objectives and risk tolerance or as otherwise agreed upon based on your stated Investment Goals, but we will not be responsible for the continuous and regular supervision or management of Accounts categorized as Assets Under Management. Should we discover through our monitoring activities that your Assets Under Management have become out of proportion from your Investment Goals such that your Investment Goals can no longer be met as the Assets Under Management are then currently distributed, we will propose a recommended rebalancing of your Assets Under Management via the Mobile Application (the “**Rebalancing**”). You will have five (5) business days (the “**Waiting Period**”) to either reject the Rebalancing, in whole or in part, or accept the Rebalancing. If you do not respond to the Rebalancing during the Waiting Period via the Mobile Application, you acknowledge and agree that your failure to respond serves as a negative consent to the Rebalancing and that you then authorize Marygold may to implement the Rebalancing on your behalf.

Financial Planning Services: We will also provide financial planning services for those subjects selected on **Exhibit D** which will include educational materials on investing best practices, investment strategies and other useful tools. Our recommendations may be implemented at your sole discretion, with the professional consultants of your choosing (including your broker, accountant, attorney, etc.). Depending on the scope of any financial planning or other related or unrelated services that you may require, we reserve the right to assess an additional fee as set forth on **Exhibit D**.

The scope and extent of the services to be provided by us under this Agreement may vary. In the event that an additional fee is required for any services outside the scope of this Agreement, the specific nature of the services desired and the additional fee to be paid, if applicable, shall be set forth in a separate written agreement.

2. FEES

Unless otherwise agreed to in writing, our annual fee for the investment management and consulting services provided under this Agreement (“**Advisory Fee**”) shall be 30 basis points (0.30%) of the Assets Under Management or \$3 for every \$1,000 of AUM. This does not include the underlying expenses of the ETFs nor does it include certain mandatory securities transaction fees assessed by the U.S. Securities and Exchange Commission at a rate consistent with Section 31 of the Securities Exchange Act of 1934 (“**Section 31 Fees**”). Section 31 Fees will be deducted from your account on a quarterly basis and will be rounded up to the nearest penny. The Advisory Fee may include fees related to other services provided under this Agreement as agreed to between the parties and further detailed in the Additional Fee Disclosures set forth on **Exhibit A**. In addition, we may charge you for certain out-of-pocket expenses related to your investment advisory services, which shall be added to and included in the Advisory Fee, or otherwise billed separately, as they are incurred by us. If applicable, the additional fee for financial planning services provided under this Agreement shall be in accordance with the fee schedule attached hereto as **Exhibit D**. The Advisory Fee is calculated daily by using the closing market value (weekends and holidays use the last business day’s closing market value), as valued by Custodian or another independent third-party, or as set forth on the most recent statement made available to us, and then aggregated quarterly. The Advisory Fee is collected either quarterly or at the time of subscribed portfolio closure, whichever comes first within the reporting quarter. For the initial quarter, the Advisory Fee shall be calculated on a pro rata basis commencing on the day the Money Pool set forth on **Exhibit B** are initially designated to us for management or consulting under this Agreement. In the event the investment of your account and the direct debit of the Advisory Fee is delegated to a third party, your Advisory Fee may be billed differently than described in this agreement. No portion of the Advisory Fee shall be based on capital gains or capital appreciation of the assets except as provided herein and provided for under the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) and analogous state securities laws. No increase in the Advisory Fee shall be effective without your prior written consent. Changes to the Advisory Fee shall be effective at the end of the quarter during which the change took place.

You hereby direct and authorize us to invoice the Custodian for the Advisory Fee (the “**Fee Statement**”) and direct and authorize the Custodian to deduct the amount stated in the Fee Statement from one or more of your accounts. You further acknowledge and agree that we may delegate responsibility for the calculation of your Advisory Fee and the invoicing of the Custodian to a third-party service provider. You also direct and authorize us to instruct the Custodian to send you a statement, at least quarterly, indicating all amounts disbursed from your Accounts including the Advisory Fee paid from a particular account(s). You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Advisory Fee and that the Custodian or another independent third-party will not determine whether the Advisory Fee is accurate or properly calculated.

You may make additions to and withdrawals from your Account at any time. You may withdraw assets from the Account, but all withdrawals are subject to customary securities settlement procedures. Changes to the Advisory Fee that shall be effective at the end of the quarter during which the change took place will retroactively apply to deposits and withdrawals in that quarter.

In addition to our Advisory Fee, you may also incur certain charges imposed by affiliated and unaffiliated third parties. Such charges may include, but are not limited to, fees charged by Investment Manager(s), custodial fees, brokerage commissions, transaction fees, charges and fees imposed by a mutual fund or exchange traded fund as detailed in the fund’s prospectus (e.g., fund management fees and other fund expenses), fees and expenses of a private fund (including any performance based fees) as disclosed in offering documents, fees and expenses of variable annuity products, 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. As noted above, a conflict of interest exists to the extent Advisory Affiliates manage a portion of your assets and/or private funds recommended for your Accounts. To the extent permitted by applicable law, certain Advisory Affiliates will earn fees in addition to and separate from the Advisory Fee you pay to us. By entering into this Agreement, you specifically consent to such conflicts of interest and the payment of such fees to the Advisory Affiliate.

3. EXECUTION OF BROKERAGE TRANSACTIONS

Unless directed otherwise, we will arrange for the execution of securities brokerage transactions in your Accounts through a broker-dealer that we reasonably believe will provide “best execution.” This may include placing trades with broker-dealers with whom you have entered into arrangements for prime brokerage clearing services. In this event, you will incur both the transaction fee charged by the executing broker-dealer and a “trade-away” fee charged by your Custodian. 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 the broker-dealer’s services including, but not limited to, execution capability, commission rates and/or transaction fees, and responsiveness. Accordingly, although we will seek competitive commission rates and/or transaction fees, we may not necessarily obtain the lowest possible rates for account transactions.

Consistent with obtaining best execution, transactions in your Accounts may be directed to registered broker-dealers in return for research products and/or services that assist us in our investment decision-making process. We may authorize the payment of higher commissions and/or trading costs by your Accounts than those that may be otherwise available if we determine in good faith that the amount of such commission cost is reasonable in relation to the value of the research products and/or services provided by the broker-dealer. Such research products and/or services generally will be used to service all of our clients, but brokerage commissions paid by you may be used to pay for research products and/or services that are not used for your Account.

Transactions for each client account generally will be effected independently, unless we decide to purchase or sell the same securities for several clients at approximately the same time. We may (but are not obligated to) combine or “batch” such orders to obtain best execution, negotiate more favorable commission rates, or allocate equitably among our 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 our clients in proportion to the purchase and sale orders placed for each client account on any given block that may occur in a given day. To the extent that we aggregate client orders for the purchase or sale of securities, including securities in which our Advisory Affiliates may invest, we shall do so in accordance with applicable rules promulgated under the Advisers Act and no-action guidance provided by the staff of the Securities and Exchange Commission. We shall not receive any additional compensation or remuneration as a result of the aggregation. We shall endeavor to process all account transactions in a timely manner, but neither represent nor warrant that any such transaction shall be processed or effected by the broker-dealer on the same day as requested.

If you choose to direct brokerage for your Accounts, you should review our Form ADV, Part 2A for important information relating to directed brokerage.

4. CUSTODIAN

We shall not maintain physical custody of any assets as set forth in Exhibit B of this Agreement. Your Accounts will be held in the custody of a Custodian meeting the requirements of a “qualified custodian” under Rule 206(4)-2 of the Advisers Act, or otherwise meeting an exception to custody in the Advisers Act. You will be required to establish an account with DriveWealth, LLC member FINRA/SIPC, an unaffiliated

SEC registered broker-dealer (the “**Custodian**”) and to sign a Customer Account Agreement with the Custodian in substantially the same form attached hereto as **Exhibit E** (the “**Custodian Agreement**”) which will authorize Custodian to execute trades directed by Marygold on your behalf. If you do not sign the Custodian Agreement thereby permitting our firm to execute transactions through the Custodian we reserve the right to not accept your account. We are authorized to give instructions to the Custodian with respect to all investment decisions regarding the accounts categorized as Assets Under Management and with respect to non-discretionary Accounts such instructions shall be subject to your prior approval in accordance with the terms described in Section 1 of this Agreement. The Custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Accounts. The fees charged to you by the Custodian are currently incorporated into the Advisory Fee but may, at our discretion, be made exclusive of, and in addition to, the Advisory Fee and other charges, discussed herein.

5. RISK ACKNOWLEDGEMENT

We do not guarantee the future performance of your Account, any specific level of performance, the success of any investment recommendation or strategy, or the success of our overall management of the Account. You understand that our investment recommendations for your Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. You should not assume future performance of any specific investment strategy will be profitable or equal to past performance levels. Changes in investment strategies, contributions or withdrawals may cause the performance results of the Account to differ materially from the firms’ reported composite performance. To the extent any of your Accounts trade options, you acknowledge that you understand and are prepared to take the risks involved in trading options contracts. Furthermore, we will manage only the securities, cash and other investments held in the Account and in making investment decisions for the Account, we generally will not consider any other securities, cash or other investments owned by you. You acknowledge each of the conflicts of interest and risks discussed in our Form ADV Part 2A.

6. ADVISER LIABILITY

Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, (c) any act or failure to act by the Custodian, any Broker-Dealer to which we direct transactions for your Account, or by any non-party, (d) any loss that you may suffer by reason of any decision made or other action taken by any Investment Manager or (e) any loss that you may suffer by reason of any decision made and executed by you in your own Account. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

We obtain information from a wide variety of publicly available sources and do not guarantee the accuracy of any such information or the success of any advice predicated thereon.

If we are responsible for managing only a portion of your total assets, we shall not be responsible for: (i) management of any of your assets not set forth as Assets Under Management on **Exhibit B** to this Agreement; (ii) or diversification of all of your assets.

We do not and will not practice law or offer tax or accounting services to Client. None of the services offered under this Agreement relate to such services and Client must obtain such advice from a third party if desired. Any tax information provided by us is not a substitute for the advice of a qualified tax advisor.

If requested by you, we may recommend firms that provide non-advisory services, including tax, accounting and insurance brokerage services. We may receive a referral fee in connection with such recommendations and may recommend the services of firms affiliated with us. You are under no obligation to engage any such recommended firm. If you engage any such recommended firm and a dispute arises thereafter relative to such engagement, you agree to seek recourse exclusively from and against the engaged firm.

7. PROXIES AND CLASS ACTIONS

You may authorize us to vote proxies for securities held in your Accounts by completing the proper authorization documents reasonably required by us. Upon such authorization, we will have the authority to engage a service provider to assist with administrative functions related to voting client proxies. We will have the authority to instruct the Custodian to forward promptly to us copies of all proxies and shareholder communications relating to these securities. You agree that we will not be responsible for voting proxies if we have not received such proxies or related shareholder communications on a timely basis. Upon your request, we will provide you a copy of our Proxy Voting Guidelines as well as information concerning the voting of shares in your Account. In the event your account is delegated to an Investment Manager(s), proxy voting authority may be delegated to such Investment Manager(s).

8. REPORTS

You acknowledge that with respect to your Assets Under Management Accounts, your Custodian is obligated and has agreed to send you at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period. You further acknowledge that we are authorized to instruct your Custodian to provide us copies of all periodic statements and other reports for the Account that Custodian sends to you in order that we from time to time may reconcile your records to those of the Custodian. Such reconciliations are solely for our own internal purposes in the administration of the Account, and we undertake no responsibility or liability for any act or omission of the Custodian whether or not disclosed in the statements of the Custodian received by us. You acknowledge and agree that you have the responsibility to ensure you receive statements directly from the Custodian and to verify statements. Unless you request and we agree otherwise, we do not provide Account statements to you.

If we have agreed to provide an Account statement, it will be provided on a quarterly, annual or other periodic basis. In the event that we provide you with a report you acknowledge the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice. As such, you shall be exclusively responsible for the investment performance of any such assets.

9. NON-EXCLUSIVITY

You acknowledge and understand that we shall be free to render investment advice and other services to others and that we do not make our services available exclusively to you. We (and our Advisory Affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we (or our Advisory Affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be appropriate for the Account.

10. CONFIDENTIALITY

Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

11. RECEIPT OF DISCLOSURES AND REFERRAL FEES

You hereby acknowledge receipt of our Privacy Policy Notice and a copy of our written disclosure statement as set forth on Part 2 of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act as well as the Form CRS and brochure supplements for appropriate individuals. You further acknowledge that you have been informed that unless you specifically request to receive copies of Investment Managers' Part 2 of Form ADV, we shall serve as a depository and retain said ADVs as part of our books and records. Currently, all of our Clients have an established relationship with our Parent and we do not work with solicitors. To the extent this policy changes in the future, if you were introduced to us through a solicitor, we may pay that solicitor a referral fee in accordance with Rule 206(4)-3 of the Advisers Act. The referral fee shall be paid solely from the Advisory Fee as defined in this Agreement, and shall not result in any additional charge to you. You acknowledge receipt of the written disclosure statement disclosing the terms of the solicitation arrangement between us and the solicitor, including the compensation to be received by the solicitor from us.

12. CLIENT CONFLICTS

If this Agreement is with more than one client, our services shall be based upon the joint goals as communicated to us by the joint-clients, collectively. Thereafter, we are authorized to rely upon instructions and/or information we receive from either joint-client, unless and until such authorization is revoked in writing to us. We 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 joint-clients.

13. ARBITRATION

Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof, both parties agree to submit the dispute to arbitration before an arbitration panel convened by the Financial Industry Regulatory Authority ("FINRA"). Any arbitration between the parties shall take place in the Denver metro area and shall be governed by the rules of the organization convening the panel.

You understand that this agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

14. DEATH, DISABILITY AND/OR DIMINISHED CAPACITY

If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. You recognize that the custodian may not permit any further Account transactions until such time as any documentation required is provided to the custodian. In the event that we suspect elder abuse, financial exploitation, or diminished capacity, we may, in our sole discretion, and in compliance with applicable laws, cease taking direction or instruction from you until such time that your guardian, attorney-in-fact, or other authorized representative is contacted to address this concern or until the concern is resolved. Additionally, in the event reporting is not otherwise

mandated by state law, you hereby expressly grant us the permission to report to the state securities regulator and/or state adult protective services any incident where we have reasonable belief that financial exploitation of you has been attempted or occurred.

As a fiduciary, we are committed to safeguarding the use of your personal information. However, to allow us continuous management of your Money Pools in the event of a life-changing event, such as death, incapacity or diminished capacity (collectively “**Significant Life Events**”), you hereby grant us authorization to contact and allow one or more individuals, as appointed by you from time to time (including but not limited to individuals designated by you as a trusted contact at your account custodian and/or individuals named on the Authorization to Discuss Financial Affairs form), access to certain non-public personal information related to you and your account when triggered by a Significant Life Event if we reasonably believe doing so is in your best interest.

15. CLIENT REPRESENTATIONS AND WARRANTIES

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with information during the onboarding process, including, but not limited to, the information set forth on the Client Profile attached hereto as **Exhibit C**, as well as the risk tolerance questionnaire and/or investment guidelines provided contemporaneously with this Agreement, and represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information. To the extent we are providing consulting and/or reporting services, you understand that our ability to provide such services may be determined by our ability to access account information online or your manual provision of account statements. You further acknowledge that you are responsible for reviewing and verifying content of account information provided via online access or account statements and, to the extent you provide us with login information, you are also responsible for reviewing and verifying the website’s restrictions related to sharing access credentials or information with third parties and acknowledge the risks or limitations associated with the sharing of information, including but not limited to any limitations on liability or coverage. We shall not be held responsible for any damages, liability, expenses, or claims arising from third party access or use.

You acknowledge that you have received our Form ADV, including Form ADV Part 2A Brochure, which describes our and our representatives’ roles and capacities of and discloses any material conflicts that may exist. You acknowledge that: we (i) perform services for other clients; (ii) may make recommendations to other clients similar to recommendations made to you; (iii) we may make recommendations to other clients that differ from recommendations made to you; and (iv) are not obligated to recommend to you for purchase or sale any security or other asset recommended to any other client.

16. PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNTS

We do not currently advise accounts or portions of accounts that are individual participant accounts within a 401(k), 403(b) or other participant-directed individual account plan (a “**Plan Account**”) that is an employee benefit plan (a “**Plan**”) governed by the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”). To the extent we do begin to offer advisory services for Plan Accounts, the provisions in this Section 16 shall supersede any other provision(s) in this Agreement to the extent of any inconsistency, irrespective of whether the Plan Account is categorized in **Exhibit B** as Assets Under Management that we manage with discretionary authority, (for the avoidance of doubt, **Exhibit B** shall govern the precise nature of services we will provide).

With respect to any discretionary investment management services or non-discretionary investment advisory services we may provide to you with respect to a Plan Account, we acknowledge that we are a “fiduciary” within the meaning of Section 3(21) of ERISA and that we are registered as an investment adviser under the Advisers Act and duly qualified to manage and/or render advice as to Plan assets under applicable regulations. No provision in Section 6 or otherwise in this Agreement shall be construed as purporting to relieve us of any responsibility or liability for any responsibility, duty or obligation imposed on us as an ERISA fiduciary under part 4 of Title I of ERISA.

By entering into this Agreement, the parties acknowledge and affirm that (a) our services to you shall be limited to managing the assets in your Plan Account (if categorized as Assets Under Management in **Exhibit B**) and (b) we shall have no responsibility whatsoever with respect to the Plan generally or the Plan Account other than as specifically described in (a) immediately preceding, including but without limitation that we shall have no responsibility for Plan administration or management, management or advice as to the Plan fiduciary’s selection or monitoring of investment options made available to Plan participants, or selection or advice as to any broker-dealer, recordkeeper or other service provider utilized by the Plan, and (c) this Agreement exists solely between you and us, and therefore this Agreement is not subject to the approval of the Plan’s sponsor, named fiduciary, trustee or other fiduciary under ERISA, and you remain solely responsible for payment of our Advisory Fee, which shall not be paid in whole or part from Plan assets.

To the extent we begin to provide advisory services to Plan Accounts and with respect to any Plan Account(s) categorized as Assets Under Management in **Exhibit B**, you agree to provide us with any and all information necessary to permit us to access and facilitate investment transactions within such Plan Account(s). You further understand and agree that our authority shall be limited to the allocation of the Money Pools among the investment alternatives available through the Plan, and, as such, we will not have, nor will we accept, any authority to effect any other type of transactions or changes via the Plan website, including but not limited to changing beneficiaries or effecting Plan Account(s) disbursements to any individual or entity.

To the extent we begin to provide advisory services to Plan Accounts and with respect to any Plan Account(s) categorized in **Exhibit B** as an Asset under Management you agree to notify us of any changes in investment options, restrictions, etc. and to provide us with any communications from the sponsor or custodian for the Plan, including but not limited to providing us a copy of or access to the investment disclosure that is required to be provided to you under applicable ERISA regulations, which includes a comparative chart of the “designated investment alternatives” selected by the Plan’s fiduciaries to be made available to Plan participants, as well as a description of any self-directed brokerage window or similar feature offered under the Plan, including any amendments to, or updated versions of, such investment disclosure. We are not responsible for any costs, damages, penalties or otherwise for items not disclosed to you, or disclosed to you but not provided to us.

To the extent we begin to provide advisory services to Plan Accounts and unless you provide us with contrary instructions in writing, you authorize and instruct us to invest your Plan Account(s) categorized as Assets Under Management, considering all investment options available to you under the Plan, including both “designated investment alternatives” and additional options available through a self-directed brokerage window or similar feature offered under the Plan, with the understanding that your Plan Account will likely incur brokerage commission charges for transactions executed through a self-directed brokerage window or similar feature. Notwithstanding Section 3, we have no ability to select the broker-dealer that the Plan utilizes.

Notwithstanding the above, or any other provision of this Agreement, and to the extent we begin to provide advisory services to Plan Accounts, we shall have no responsibility or liability whatsoever for managing or advising as to any portion of your Plan Account(s) that consist(s) of employer securities (including any employer stock fund), participant loan(s) or guaranteed fixed or guaranteed interest account options. Any decision to take a loan from a Plan Account or invest all or a portion of a Plan Account in guaranteed fixed, guaranteed interest or employer securities (or to hold or sell employer securities) shall be solely your responsibility.

To the extent we begin to provide advisory services to Plan Accounts and in the event that we should recommend your Plan Account to invest in a separately managed account or private fund which is advised by any of our Advisory Affiliates, you represent that you make any such investment for the Plan Account on your own volition and that any advisory services provided by us in connection with such recommendation is provided on a non-discretionary basis. In addition, you acknowledge that the Plan Account may pay an Advisory Affiliate, as investment adviser, sub-adviser, separate account manager and/or sponsor of a private fund, a management fee and/or performance compensation in connection with such investment and that these management fees and/or performance compensation will be in addition to our Advisory Fee.

To the extent we begin to provide advisory services to Plan Accounts and if our services described in this Section 16 relate to only a portion of a Plan Account, you acknowledge and affirm that we will have no responsibility for the diversification of all of the Plan Account’s investments and we will have no duty, responsibility or liability for assets that are not in the portion of the Plan Account to which we provide services.

17. TRUSTEE DIRECTED PLAN

Marygold does not currently offer advisory services for Trustee Directed Plans but to the extent Marygold offers such advisory services in the future, this section applies solely to a Trustee Directed Plan and shall mean either a defined benefit plan or a profit sharing, money purchase or other plan providing for individual accounts which, by its terms, does not authorize Participants to select the manner of their accounts (a “**Trustee Plan Account**”) that is a Plan governed by ERISA for which you are the “**Responsible Plan Fiduciary**” with respect to the Plan’s selection of any investment manager or investment adviser. The provisions in this Section 17 shall supersede any other provision(s) in this Agreement to the extent of any inconsistency.

To the extent Marygold begins to offer advisory services relating to Trustee Directed Plans, we hereby represent, and the Responsible Plan Fiduciary, by the execution of this Agreement, hereby acknowledges, that within a reasonable period of time before this Agreement was entered into (or extended or renewed, as applicable), certain information was provided to the Responsible Plan Fiduciary by us including, but not limited to a detailed disclosure of the Advisory Fee to be charged and compensation to be received by us pursuant to this Agreement and the manner of payment. The Parties acknowledge, understand and agree that the provision of the above-described information to any individual Responsible Plan Fiduciary shall be

deemed provision of the information to all Responsible Plan Fiduciaries. By execution of this Agreement, the Responsible Plan Fiduciary acknowledges having read and fully reviewed this Agreement and has determined that the proposed Advisory Fee is reasonable, in its sole discretion, in light of the services to be performed by us under this Agreement. The Responsible Plan Fiduciary further recognizes and acknowledges that we perform similar services for various clients and that we may give advice and/or take action in the performance of its duties and/or charge fees with respect to any of its other clients which may differ from advice given and/or the timing or nature of action taken and/or fees charged with respect to the accounts of other clients.

To the extent Marygold begins to offer advisory services relating to Trustee Directed Plans, with respect to any discretionary investment management services or non-discretionary investment advice services we provide to you with respect to a Trustee Plan Account, we acknowledge that we are a “fiduciary” within the meaning of Section 3(21) of ERISA and, solely with respect to any assets categorized as Assets Under Management in **Exhibit B**, an Investment Manager of the Plan as defined in Section 3(38) of ERISA, with the discretionary authority to manage, acquire or dispose of such assets of the Plan to the extent provided and that (in both cases) we are registered as an investment adviser under the Advisers Act and duly qualified to manage and/or render advice as to Plan assets under applicable regulations. No provision in Section 6 or otherwise in this Agreement shall be construed as purporting to relieve us of any responsibility or liability for any responsibility, duty or obligation imposed on us as an ERISA fiduciary under part 4 of Title I of ERISA. We will provide services to the Plan pursuant to this Agreement as a fiduciary and such fiduciary services shall include, subject to the exceptions contained below: (1) selecting on a discretionary basis or advising on a non-discretionary basis as to, as the case may be, investments for the Plan; (2) monitoring the performance of the Plan’s investment selections and; (3) where deemed appropriate, implementing or advising as to, as the case may be, deletions, additions and/or replacement investments. The Responsible Plan Fiduciary (or the Plan Sponsor or Plan Trustee, as the case may be) shall have the sole responsibility for: (a) with respect to any assets categorized as Assets Under Management in **Exhibit B**, selecting and/or approving all Plan’s investments and selecting and/or approving investments to be retained, added or removed; (b) ensuring that entering into this Agreement is in conformance with the terms of the Plan as it exists at the time of execution of this Agreement, or of any amendment to this Agreement, and as the Plan may subsequently be amended from time to time; (c) the timely execution of any and all documents necessary to establish the account(s) and/or to implement the transactions contemplated by this Agreement including, but not limited to, at all times, causing the Plan to enter into, and to maintain, a separate custodial agreement with a qualified custodian, or, if applicable, an insurance contract or arrangement through which investment transactions will be executed and advising us in writing timely as to the identity of such qualified custodian or insurer and any changes thereto; (d) throughout the term of this Agreement, causing to be provided to us, in a form acceptable to us, accurate and timely information on all Plan matters necessary to the performance of our duties under this Agreement updated as necessary and appropriate; (e) keeping us fully and timely advised in writing at all times of the Plan’s investment objectives, policies and restrictions, and any changes or modifications thereto and, if applicable, including, but not limited to, any changes in the Plan’s Investment Policy Statement, with the explicit understanding that we shall not have any duty to investigate or inquire as to whether any changes or modifications have been made; (f) reviewing any proposed service agreements and fees to be charged by any third party administrative firm or record-keeper; (g) keeping us fully advised, in writing, at all times as to the identity of the Plan’s Responsible Plan Fiduciary as well as any change in the Plan’s fiduciaries authorized to make investment decisions for the Plan.

Notwithstanding the above, or any other provision of this Agreement, we shall have no responsibility or liability whatsoever for managing or advising as to any portion of your Plan Account(s) that consist(s) of employer securities (including any employer stock fund).

To the extent Marygold begins to offer advisory services relating to Trustee Directed Plans, in the event that we should recommend your Plan Account to invest in a separately managed account or private fund which is advised by any of our Advisory Affiliates, you represent that you make any such investment for the Plan Account on your own volition and that any advisory services provided by us in connection with such recommendation is provided on a non-discretionary basis. In addition, you acknowledge that the Plan Account may pay an Advisory Affiliate, as investment adviser, sub-adviser, separate account manager and/or sponsor of a private fund, a management fee and/or performance compensation in connection with such investment and that these management fees and/or performance compensation will be in addition to our Advisory Fee.

18. RELATIONSHIP ACKNOWLEDGEMENT

Marygold is a registered investment adviser which is wholly owned by our Parent, which itself is a subsidiary of The Marygold Companies, Inc. (“The Marygold Companies”), a global diversified holding company. Our Parent is a financial technology company that provides access to the Mobile Application to its clients. In order to be eligible for Marygold’s investment advisory services, you must first create a user profile with our Parent through the Mobile Application. Following creation of your user profile and upon registration of your Account, and subject to the terms and conditions identified and agreed to in this Agreement, Marygold will begin to provide you with investment advisory services. By electronically signing this Agreement, you acknowledge and agree that your investment advisory relationship is solely with Marygold and not with our Parent or The Marygold Companies. You further acknowledge and agree that our Parent and The Marygold Companies are separately operated entities, neither of which provide investment advisory services or owe any obligation to you or any other party in relation to Marygold’s duties to you as your investment adviser.

19. ENTIRE AGREEMENT

This Agreement, the Exhibits and Addendums, if applicable, annexed hereto, which Exhibits and Addendums, if applicable, are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

20. WAIVER

No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

21. SEVERABILITY

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

22. TERMS OF AGREEMENT AND TERMINATION

By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. Except as otherwise set forth in Section 2 of this Agreement, we will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to this Section 22. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of notice to terminate by either party to the other. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate this Agreement after the commencement of a calendar quarter billing period, the unearned portion of the Advisory Fee will be promptly refunded.

23. GOVERNING LAW, VENUE, AND JURISDICTION

To the extent not inconsistent with or preempted by applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Colorado without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by FINRA. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the State of Colorado and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

24. Electronic Delivery and Acceptance of Agreement

As a condition of creating an Account, you explicitly consent to the electronic delivery of certain communications and represent that you have the means necessary to access, print, and save such communications. Categories of communications which may be delivered to you electronically include trade confirmations and statements of account, notices regarding your Account's activity, shareholder communications such as prospectuses, issuer information, semiannual reports, proxy statements, ballots, information regarding voluntary and involuntary corporate actions, other shareholder materials, agreements and disclosures related to your Accounts, and tax reporting documentation (the "**Materials**"). Your consent to electronic delivery of the Materials extends to all information required to be delivered to you by us, by issuers of the securities you are invested in, and by other third parties that Marygold may utilize to assist in the performance of its obligations ("**Third Party Service Providers**"). You agree that we may send these electronic notices to you at the email address on file, by posting to a website, by including a hyperlink where the communication can be read, by delivering within the Mobile Application or other electronic means. Delivery by the foregoing means will constitute delivery of Materials under applicable law even if you do not actually access the information or documents. Any agreements accepted by facsimile or electronic means (such as clicks, through electronic signature platforms or other online means) are legally

binding and are considered to have been "signed" by you with the same effect as manual signatures. Electronic records of an agreement that is made online will also be considered to be "in writing." You agree not to dispute the validity or enforceability of any agreements entered into electronically by you (or by anyone using your authentication devices, such as a password or PIN). You may request paper copies of any Materials by contacting Marygold through the Mobile Application; additional charges may apply, and such request will not be deemed to imply that the previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

25. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or electronic signature.

26. SECTION OR PARAGRAPH HEADINGS

Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

27. NOTICES

Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt. In addition to the Materials, you agree to receive certain other communications from us electronically (including, without limitation, Forms ADV, brochure supplements, Form CRS, our privacy policy, account statements, and other reports) (1) via e-mail at the address listed at Custodian or of record, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose. You acknowledge that certain communications will only be delivered electronically, and no paper copies will be delivered to you. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the internet. You agree to hold us and our affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications. Your consent will be effective until it is revoked by you. You may revoke your consent to electronic delivery at any time by informing us in writing. You can withdraw your consent to electronic delivery, but doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to you before your withdrawal became effective. If you withdraw consent for electronic delivery, we will provide documents to you by mail to the extent that paper copies of such communications will be delivered. By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

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

Remainder of Page Intentionally Left Blank

Client Name (Printed)

Client Signature

Client Name (Printed)

Client Signature

MARYGOLD & CO. ADVISORY SERVICES, LLC

Timothy Rooney (Printed)

Timothy Rooney Signature

Exhibit A
Additional Fees over and above 30bps MG/A management fee

Exhibit B
Assets Under Management or Money Pools

Assets Under Management

Account #1					
Account Type:	Money Pool-1	Money Pool-2	Money Pool-3	Money Pool-4	Money Pool-5
Investment Goals:					
Name of Account:					
SSN/FEIN:					
Account #2					
Account Type:	Money Pool-1	Money Pool-2	Money Pool-3	Money Pool-4	Money Pool-5
Investment Goals:					
Name of Account:					
SSN/FEIN:					

Exhibit C
Client Profile

Exhibit D
Additional Fees

There currently are no additional fees assessed for providing educational materials.

Exhibit E
Custodian Agreement

https://legal.drivewealth.com/customer-account-agreement-limited-purpose-margin-account?lang=en_US