VESTIE Inc.

Investment Management Platform

Investment Advisory Agreement

Client Agreement for Discretionary Investment Advisory Services

Version: 1.0

Effective Date: July 1, 2026

Prepared by: Dana Lorraine Bentz, Chief Executive Officer

1. Parties

This Investment Advisory Agreement ('Agreement') is entered into between Vestie, Inc. ('Vestie,' 'Adviser,' 'we,' or 'us'), a registered investment adviser, and the individual identified in the Vestie mobile application account registration ('Client,' 'you,' or 'your'). By completing account registration and accepting this Agreement, Client agrees to all terms set forth herein.

2. Services

2.1 Discretionary Investment Management

Vestie will provide discretionary investment advisory services to Client through the Vestie interactive platform, which includes providing investment recommendations, market insights, and trade execution through the Vestie application based on Client's stated investment objectives, risk tolerance, time horizon, and financial information provided during onboarding. Client retains full decision-making authority over all investment decisions. Client authorizes Vestie to purchase, sell, and otherwise transact in the Client's account on a discretionary basis in accordance with the Client's selected investment strategy, without obtaining prior approval for each transaction.

2.2 Scope of Services & Client Authority

The client grants Vestie discretionary authority, exercised through the Platform, to determine the securities bought and sold in the client's account, the timing and the amount of those transactions, without obtaining the Client's prior approval for each transaction. Vestie's authority is limited to buying, selling, and rebalancing securities within the Client's selected risk-based model portfolio. Vestie does not withdraw funds or securities from the Client's account and does not take custody of Client funds or securities. The client may change the selected risk profile through the Platform at any time and may request reasonable restriction on investing in particular securities or types of securities, which Vestie will accommodate where reasonable and will otherwise discuss with the client through the Platform.

2.3 Broker-Dealer

All Client accounts are held at, and all transactions are executed through, Alpaca Securities LLC ("Alpaca"), a qualified custodian and member FINRA/SIPC. Vestie does not maintain physical or constructive custody of Client funds or securities. Alpaca, not Vestie, provides brokerage, custody, and clearing services and delivers account statements directly to the Client at least quarterly.

2.4 Advisory Services & Recommendations

Vestie may provide investment recommendations, market data, and educational content through the application to assist Client in making investment decisions. Any recommendations provided are informational only and do not constitute a direction to transact. Client is solely responsible for evaluating recommendations and deciding whether to act on them. Details of Vestie's advisory services are described in Vestie's Form ADV Part 2A, incorporated herein by reference.

3. Client Obligations & Representations

Client represents, warrants, and agrees that:

- All information provided during onboarding (financial situation, investment objectives, risk tolerance) is accurate and complete, and Client will promptly update such information upon any material change.
- Client has read and acknowledged Vestie's Form ADV Part 2A (Brochure) and Form CRS prior to signing this Agreement.
- Client is a resident of a state in which Vestie is registered or exempt from registration.
- Client is of legal age (18 years or older) to enter a binding contract.
- Vestie has no obligation to act on information Client does not provide.

4. Fees

4.1 Advisory Fee

Vestie charges a flat advisory fee of $14 per month or $139 per year, at the Client’s election, billed in advance through the Platform. The fee is charged to the Client’s designated payment method through Stripe with the Client’s authorization. The fee is not based on percentage of assets under management and is not deducted from the Client’s custodial account. Because the fee is a fixed subscription rather than an asset-based fee, the total cost of Vestie’s services, as a percentage of assets, may be higher or lower than that of advisers charging asset-based fees, depending on the Client’s account size and activity.

4.2 Other Costs

In addition to Vestie's advisory fee, Client may incur the following costs, which are not charged by Vestie:

- Applicable ETF or fund expense ratios, if any securities held carry such costs
- Transaction costs imposed by Alpaca, if any
- SEC fees and other regulatory charges on transactions

4.3 Fee Refunds

In the event this Agreement is terminated, any prepaid but unearned advisory fees will be refunded to Client on a pro-rata basis, calculated through the effective date of termination, within 30 days. A client who cancels within seven (7) calendar days of first upgrading to a paid plan will receive a full refund of that billing period’s fee.

5. Non-Assignment

This Agreement may not be assigned by Vestie without Client's prior written consent, as required by Section 205(a)(2) of the Advisers Act. For purposes of this Agreement, 'assignment' includes any direct or indirect transfer or assignment of this Agreement, or any material change in control of Vestie. Vestie will provide written notice to Client of any proposed assignment and obtain affirmative consent before completing any such transaction.

6. Termination

Either party may terminate this Agreement at any time, without penalty, upon written notice (including notice provided through the Vestie application). Upon termination:

- Vestie’s advisory services cease immediately upon receipt of termination notice.
- Any open positions will remain in the account unless Client provides separate liquidation instructions to Alpaca.
- Any prepaid but unearned fees will be refunded pro-rata within 30 days.
- Vestie will retain required books and records in accordance with applicable law.

7. Risk Disclosures

Investing in securities involves risk, including the potential loss of principal. Past performance does not guarantee future results. Vestie does not guarantee any level of performance or investment returns. Vestie’s recommendations are informational only and Client is solely responsible for all investment decisions. Client acknowledges having read and understood the risk disclosures contained in Vestie’s Form ADV Part 2A.

8. Proxy Voting

Vestie does not vote proxies on behalf of clients. Any proxy materials received with respect to securities held in Client's account will be forwarded to Client for Client's own voting decision, or as otherwise handled by Alpaca in accordance with its policies.

9. Electronic Delivery

Client consents to receive all required disclosures, statements, reports, and communications from Vestie electronically, as further described in the Electronic Delivery Consent Agreement, incorporated herein by reference. Paper copies of any document are available upon request at no charge.

10. Governing Law & Dispute Resolution

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict of law principles. The parties will first attempt to resolve any dispute informally through the Platform or other written communication. Any dispute not resolved informally may be submitted to binding arbitration administrated by the American Arbitration Association under its applicable rules, or resolved in a court of competent jurisdiction. Nothing in this Agreement waives any right the Client has under the Investment Advisers Act of 1940 or the rules thereunder, including the protections of Section 215(a); no provision of this Agreement constitutes a waiver of compliance with the Advisers Act.

11. Amendments

Vestie may amend this Agreement upon thirty (30) days prior written notice to Client. Continued use of Vestie's services following the effective date of an amendment constitutes acceptance of the amended terms. If Client does not consent to an amendment, Client may terminate this Agreement without penalty prior to the effective date of the amendment.

12. Entire Agreement

This Agreement, together with Vestie's Form ADV Part 2A, Form CRS, Privacy Policy, and any other agreements or disclosures incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. In the event of any conflict between this Agreement and the Form ADV Part 2A, the Form ADV Part 2A shall control with respect to regulatory disclosures.

Client Acknowledgment & Signature

By signing below or by electronically accepting this Agreement through the Vestie application, Client acknowledges that:

- Client has received, read, and understood Vestie's Form ADV Part 2A Brochure and Form CRS.
- Client has read and agrees to all terms of this Investment Advisory Agreement.
- Client understands that Vestie provides discretionary advisory services, exercising discretionary authority over the account through the Platform.
- Client consents to electronic delivery of all required documents.

Client Signature ______________________ Signature	**Date:** ______________________
Print Name ______________________ Name	**Date:** ______________________

On Behalf of Vestie, Inc.	**Date:**

______________________________ Authorized Signatory	______________________________
Print Name & Title ______________________________ Name / Title	**Date:** ______________________________