



Premium Income. Equity Appreciation. Outstanding Returns.

Accelar, Inc. DBA XoomFi Advisors

Investment Advisory Agreement

XoomFi Advisors

111 N. Market St, San Jose, CA 95113

(650) 870-1343

SEC Registration # 314872

SEC File # 801-121438

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July 2023

The undersigned (“Client” or “You”), being duly authorized, has established an account (the “Account”) and hereby agrees to engage Accelar, Inc. DBA XoomFi Advisors (“Advisor” or “Us”) on the following terms and conditions.

I. Appointment of Advisor

The Client hereby appoints the Advisor as investment adviser for the Account to manage and trade your Account(s) utilizing one or more of Advisor’s Equity Premium Income (EPI) Trading Strategies. Through a web-based interface you will provide information of your investment objectives in which our algorithm will recommend the appropriate model or models that match your objectives. You may follow our recommendation or choose the model(s) based on the information provided for each. The Client agrees to promptly notify the Advisor in writing, through the web-based interface of any changes to the information supplied or other information pertinent to the account and to provide the Advisor with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.

II. Services by the Advisor

By execution of this Agreement, the Advisor 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 and direct the investments of the Account in accordance with the investment objectives of the Client;
- (b) Appraise and review investments of the Account.

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

III. Authority

Discretionary Investment Management

Except as otherwise set forth in this Agreement, the Client authorizes the Advisor to investigate, purchase, and sell on behalf of the Client, various securities, and investments. The Advisor is authorized to execute purchases and sales of securities on the Client’s behalf without consulting the Client regarding each sale or purchase. The Client may, however, terminate the discretionary authority of the Advisor immediately by sending to the Advisor written notice to terminate all such trading activities.

IV. Client Accounts

The Client has opened or will open an account with Interactive Brokers (the “Custodian”) for the execution of securities transactions and custodial services. All funds and / or securities will be

delivered between the Client and the Custodian only. The Client hereby authorizes the Advisor to receive from the Custodian a copy of any agreement between the Client and the Custodian in effect at any time with respect to the Account.

V. Service to Other Clients

It is understood that the Advisor may perform investment advisory services for various clients and that the services provided by the Advisor are rendered on a non-exclusive basis. The Client agrees that the Advisor may give advice and act in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon the Advisor any obligation to acquire for the Account a position in any security which the Advisor, 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 the Advisor it is not for any reason practical or desirable to acquire a position in such a security for the Account.

VI. Inside Information

The Advisor 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. Proxies (Selection Required)

Please indicate below how proxies should be voted on behalf of the Portfolio:

- The Client directs the Advisor to vote all proxies with respect to securities held for the Account. The Client will instruct the Custodian to promptly forward all such proxies and related materials to the Advisor. The Client understands that the Advisor will not be able to vote proxies that are not received by it from the Custodian for the Portfolio on a timely basis and the Client agrees that the Advisor is not responsible for doing so.
- The Client directs the Advisor ***not*** to vote proxies with respect to securities held for the Account. If the Account is managed for a plan covered by ERISA, proxy voting authority has been expressly reserved to another plan fiduciary.

On request, the Advisor will provide the Client copies of its proxy voting policies and procedures and a record of how it voted proxies for your Account.

VIII. Fees

The compensation of the Advisor for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit I. The 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.

IX. 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 the Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to the Advisor 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 the Advisor and the Client to reflect its fair market value.

X. Representations by the Client

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

ERISA Accounts

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (c) an individual retirement account under the Code.

The Advisor acknowledges that it is a fiduciary, within the meaning of ERISA, with respect to each Client, but shall not be responsible for diversification except as set forth in the Investment Policy Statement. The Advisor represents, warrants and covenants that it does and will continue to comply with the fiduciary responsibility provisions of Title I, Part 4 of ERISA and the rules and regulations promulgated from time to time thereunder in the exercise of its rights and the performance of its obligations under this Agreement.

The Client represents that the Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing the Client authority to retain the Advisor. The Client acknowledges that the Client is a “named fiduciary” with respect to the control or management of the assets in the Account. The Client will furnish promptly to the Advisor the governing plan documents, any amendment to the plan, and the Client agrees that, if any amendment affects the Advisor’s rights or obligations, then the amendment will be binding on the Advisor only when agreed to by the Advisor in writing. If the Account contains only a part of the assets of the plan, then the Client understands that the Advisor will have no responsibility for the diversification of all of the plan’s investments and that the Advisor will have no duty, responsibility, or liability for the Client assets that are not in the Account. If the

Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or other applicable law requires bonding with respect to the assets in the Account, then upon written request by the Advisor, the Client will obtain and maintain at the Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers the Advisor and affiliated persons of the Advisor.

XI. Representations by the Advisor

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

XII. 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 discussed herein. The 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 written notice.

XIII. Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to the Advisor at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to the 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.

XIV. 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 the Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XV. Exhibits

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

- **Exhibit I - Schedule of Fees**

XVI. Receipt

The Client acknowledges receipt of Form CRS, Form ADV Parts 2A and 2B and Privacy Policy Statement either prior to or at the time of executing this Agreement.

XVII. Consent to Electronic Delivery

The Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from the Advisor. These items may include but are not limited to all statements or reports produced by the Custodian; trade confirmations; Form CRS; all Form ADV brochures; privacy policy statements; and any other notices or documentation that the Advisor chooses to provide on an ongoing or occasional basis. The Client agrees to immediately notify the Advisor of any changes to the Client's e-mail address shown below or other electronic delivery address.

XVIII. 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.

XIX. 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 Advisor's Privacy Policy Statement.

XX. Death or Disability

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

XXI. Title to Assets

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

XXII. Market Conditions

The Client acknowledges that the Advisor's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** The Advisor does not guarantee or warrant that the services offered will result in profit.

XoomFi – Investment Advisory Agreement

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

_____	_____	_____
Client Name (printed)	Client Signature	Date
_____	_____	_____
Client Name (printed)	Client Signature	Date
	_____	_____
	Advisor (Advisor) Signature	Date

Exhibit I: Fee Schedule

The following are the fees charged by the Advisor for services provided:

Management fee of 0.25% of assets under management paid out quarterly in arrears

Initial

Date