



Can Serve Free LLC

Client Investment Advisory Agreement

This Client Investment Advisory Agreement (“Agreement”) sets forth the terms upon which the undersigned **[name of person or organization]** (“Client”) engages Can Serve Free LLC (“Adviser”) for investment advisory services. The Client should review all details contained in this Agreement prior to signing. Upon initialing each page (first and second initials, if joint account) of this Agreement and signing (first and second signatures, if joint account) in the Entire Agreement section of this Agreement, Client has established a business relationship and hereby agrees to engage Adviser on the terms and conditions contained in this Agreement which is non-transferable and may not be assigned without Client’s written approval.

Agreement

Entered on a quarterly or annual basis, this Agreement is signed and effected as of this [--] day of **[Month]**, **[Year]**, until Agreement termination, whether prior to or at quarterly or annual Agreement expiration by and between Can Serve Free LLC (“Adviser”) and **[name of person or organization]** (“Client”). This Agreement can be updated from time to time as required.

Under the rules of the North American Securities Administrators Association (NASAA), the Adviser is required to deliver to the prospective Client the Can Serve Free LLC Form ADV Part 2A Client Brochure (“Brochure”) at least forty-eight (48) hours prior to entering into an Agreement. By initialing and signing this Agreement, Client acknowledges having received the Brochure and affirms that Adviser has fully complied with NASAA rules. If Adviser fails to deliver the Brochure to Client at least 48 hours prior to entering into the Agreement, Client has the right within five business days after entering a new contract to terminate the Agreement without being charged a penalty.

If this Agreement is signed and executed by more than one person, Adviser will accept instructions for any changes to services from any one of the original signers of this Agreement. Any other party outside of the original signers who require(s) authorized authority over this account must sign in Exhibit B along with the signature of at least one of the original signers of this Agreement.

Information and Privacy

Client recognizes and confirms that the work of Adviser depends upon the information provided to Adviser concerning Client's unique situation and agrees to furnish all current and relevant information, regarding Client's investment goals, as well as current and expected future financial condition required by Adviser to perform the services described herein. If Adviser does not receive requisite information, Client's account will not become active. All information will be held confidential by Adviser and not disclosed to third parties, except as agreed upon in writing by Client (from anyone (either or) who signs this Agreement) or required by law. Adviser shall not be required to verify any information obtained from Client or if necessary, from Client's other designated advisors (e.g., accountant, attorney). Adviser is expressly authorized to rely on such information. Client agrees to inform Adviser on a timely basis of any changes in Client's financial condition.

Advisory Services

Client hereby appoints Can Serve Free LLC ("Adviser") as an investment adviser for fee-based information, education, and professional advice for building an investment portfolio consisting of publicly traded stocks and/or real estate investment trusts (REITs) related to cancer/oncology in the commercial areas of diagnostics, medical devices and technology, immuno-therapy, pharmaceuticals, nutrition, acute clinical care, long-term care, and/or healthcare real estate. Client fully acknowledges the specialized focus and services of Can Serve Free LLC and should not expect to receive (beyond a relatively marginal level in comparison to its other service offerings) investment advice outside of the company's stated professional business niche and expertise or in any way hold Can Serve Free LLC accountable for not providing information or investment advice outside of its business niche and expertise.

Adviser is contracted to, upon collecting pertinent Client information:

- (a) provide a written summary statement of the Client objective(s),
- (b) provide suitable information, data, and investment advice according to the objective(s) of Client, and
- (c) provide the tools and platforms whereby the Client may construct hypothetical investment portfolios for future execution and other analytics, and review and evaluate the objectives, financial risks, and potential investment results during the period of this Agreement together with all additions, substitutions, and alterations thereto.

Because Adviser does not currently serve as a broker-dealer firm, clients may not place orders directly or indirectly to purchase or sell securities directly on the Can Serve Free LLC website. Adviser does not request or execute discretionary control over any Client assets. Client is responsible for utilizing the services of a broker-dealer of Client's choice. For new investors without an active brokerage account, Adviser does provide a general listing of reputable broker-dealers with basic descriptions and website/contact details, but objectively lists them in alphabetical order for the Client to consider. Adviser does not have external side business activity with any broker-dealer.

It is understood that Can Serve Free LLC (“Adviser”) performs investment advisory services for various clients. Client accepts and agrees that Adviser 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, so long as it is Adviser’s policy, to the extent practical, to provide services over a period on a fair basis relative to other clients. As stated in the Client Brochure, Adviser provides all Clients with high quality customer service, regardless of the services rendered and Services Package chosen. Given the fee-based compensation structure, pricing variation per customer is based on the quantity and types of services offered, not based on the quality of services provided or the size of the Client’s investment portfolio.

Client will have no obligation to accept any recommendation made by Adviser. Client shall retain sole control and authority over the Client investment decisions and shall be entitled to determine, in Client’s sole discretion, whether to accept, reject or implement any recommendation made by Adviser. Client understands, however, that Adviser’s recommendations are integrated and interdependent; that implementing a recommendation in isolation may not meet with Client’s objectives; and that Client should discuss with Adviser any such action before proceeding.

Termination

If Adviser fails to deliver the Brochure to Client at least 48 hours prior to entering into Agreement, Client has the right within five business days after entering into a new contract to terminate the Agreement without being charged a cancellation penalty. However, Adviser reserves the right to collect for any management services rendered during that five-business-day period.

If Adviser delivers the Brochure to Client at least 48 hours prior to entering into Agreement and Client decides to terminate the Agreement soon thereafter, the assessed penalty will be the first month’s prorated fee of the quarter per the Advisory Package chosen by Client (See ‘Exhibit A - Fee Schedule’ for details).

In the normal course of business beyond the first five business days of the Agreement, Adviser reserves the right to terminate online (and in some cases in-person) access to services for any unpaid fees after seven calendar days in arrears (Adviser provides grace period of seven calendar days to make electronic payments and to allow for receipt of mailed-in personal/business checks). On the eighth calendar day, all services will be suspended until full repayment. During that time, Client’s online account will be changed to “inactive.” If after 30 days and fees are still unpaid, the account will be permanently closed, and recourse procedures will begin to recoup lost funds on a pro-rated basis.

As stated in the Client Brochure, Client may request online or via e-mail to terminate their Client Investment Advisory Agreement with Can Serve Free LLC, in whole or in part, by providing advance written notice as determined by the Advisory Package Chosen (see details in Exhibit A). Client shall be responsible for paying investment advisory fees up to and including the effective date of termination. Upon the effective date of termination, the company may refund any

unearned, prepaid investment advisory fees from the effective date of termination to the end of the contracted period. Adviser reserves the right not to pro rate its fees.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to circumstances, it shall nevertheless remain in full force and effect in all other circumstances. If any provision of this agreement is unenforceable under the law prevailing on the date hereof but is enforceable under the law prevailing at a subsequent time, then such originally unenforceable provision shall be deemed to take effect at the time when it becomes enforceable. As used herein, the term “unenforceable” is used in its broadest and most comprehensive sense.

Liability and Sources of Information

Client acknowledges that Adviser obtains information from a wide variety of publicly available sources. The recommendations made by Adviser will be based upon the professional judgment of Adviser and any associated persons and are applied to meet its fiduciary obligations. Nevertheless, neither Adviser nor its associated persons guarantee the results of any recommendation or any level of return. The Agreement indemnifies Adviser from liability for Client losses due to conditions and events generated beyond Adviser’s control.

Beyond disclosing such information with Client, nothing in this Agreement shall limit or restrict Adviser, its principals’, employees’, or associated persons’ right to engage in any business or render services of any kind, similar or otherwise to any individual, trust, corporation, association or any other public or private entity.

Custody

Client assets in consideration for investing shall be held by Client or his/her/their designated independent custodian(s), not by Adviser. Furthermore, Advisor is not in any way authorized to give instructions to any custodian with respect to any investment decisions regarding Client assets. This will be the sole responsibility of Client.

Complaints/Disputes

If a complaint or dispute arises between Client and Adviser, either party should promptly address the concern directly to the other party in writing. Only written complaints will be recognized. A complaint sent by email would be considered in writing, in addition to a traditional, formal letter. Phone calls, instant messaging via phone or computer, and text messaging via phone would not be considered appropriate channels for official complaints. For issues addressed by Client as the complainant, Client would be notified that the complaint had been received and an entry would be made in the Adviser’s complaint file.

The principal office of Adviser is in the State of Georgia. The Division of the Georgia Secretary of State's office has jurisdiction over investment advisers and investment adviser representatives located in the state.

Risk Acknowledgement

Adviser does not and will not guarantee any level of future performance of the Client-selected investments or portfolio derived from information provided to Client or guarantee the success of any investment recommendation or strategy that Adviser may take or recommend for Client. Client understands that investment recommendations by Adviser are subject to various market, currency, economic, political, and business risks, and as a result those investment decisions will not always be profitable.

Potential Conflicts of Interest

Adviser and/or its associated persons may have investment positions in securities which are the subjects of recommendations by Adviser. Clients acknowledge and accept this and authorize Adviser to engage in such transactions.

EXHIBIT A
FEE SCHEDULE

Can Serve Free LLC provides all Clients with high quality customer service, regardless of the Investment Package chosen and advisory services utilized. Given the fee-based compensation structure, pricing variation per customer is based on the quantity and types of services offered, not based on the quality of services provided or the size of the Client's investment portfolio.

The company offers the **Standard Package-Quarterly Services** for an upfront quarterly (90 days) fee of **\$150** (which averages \$50 per month), consisting of full access to the database of publicly traded cancer/oncology stocks, stock screening tools (P/E ratio and beta), correlation analysis, portfolio construction, portfolio suitability and optimization recommendations, and monthly investment performance reporting. The Client will be responsible for paying investment advisory fees up to and including the effective date of termination. The Client Investment Advisory Agreement with Can Serve Free LLC is non-transferable without the Client's written approval.

The company offers the **Standard Package-Annual Services** for an upfront annual fee of **\$480** (averaging \$40 per month, which is a 20% discount on an annualized basis versus the Quarterly Services contract), consisting of full access to the database of publicly traded cancer/oncology stocks, stock screening tools (P/E ratio and beta), correlation analysis, portfolio construction, portfolio suitability and optimization recommendations, and monthly investment performance reporting. The Client will be responsible for paying investment advisory fees up to and including the effective date of termination. The Client Investment Advisory Agreement with Can Serve Free LLC is non-transferable without the Client's written approval.

The company offers the **Enhanced Package-Annual Services** for an upfront annual fee of **\$840** (averaging \$70 per month), consisting of all services included in the Standard Package-Annual Services Contract, plus two 60-minute 1-on-1 consultations (remote or in-person) with an investment advisor representative at least six months apart within a twelve-month period. Additional 60-minute 1-on-1 consultations beyond the two meetings included in the Package will cost \$250 per hour. The Client is responsible for requesting their 1-on-1 consultation(s). If the Client fails to request their 1-on-1 consultation within the first six months, he or she would forfeit the opportunity to benefit from the second consultation included in the Package. The Client Investment Advisory Agreement with Can Serve Free LLC is non-transferable without the Client's written approval.

The company offers the **Executive Package-Annual Services** for an upfront annual fee of **\$1,440** (averaging \$120 per month) consisting of all services included in the Enhanced Package-Annual, plus additional stock screening tools (beyond P/E ratio and beta, such as debt ratios, liquidity ratios, income statement metrics, balance sheet metrics, and cashflow metrics), daily intra-day stock analysis/alerts, daily recommendations as required, and upon-demand reporting. Like the Enhanced Package, the Executive Package consists of two 60-minute 1-on-1 consultations (remote or in-person) with an investment advisor representative at least six months

apart within a twelve-month period. Additional 60-minute 1-on-1 consultations beyond the two meetings included in the Package will cost \$250 per hour. The Client is responsible for requesting their 1-on-1 consultation(s). If the Client fails to request their 1-on-1 consultation within the first six months, he or she would forfeit the opportunity to benefit from the second consultation included in the Package. The Client Investment Advisory Agreement with Can Serve Free LLC is non-transferable without the Client's written approval.

Summary of Fees

<u>Adviser Package</u>	<u>Period</u>	<u>Fees</u>
Standard Package – Quarterly Services	Quarterly Contract (3 Month Term)	Upfront \$150 (averaging \$50 per month) includes: ✓ Full access to publicly traded cancer/oncology stocks listings ✓ Stock screening tool (P/E ratio and beta) ✓ Correlation analysis, portfolio construction, portfolio suitability and optimization recommendations, and monthly investment performance reporting.
Standard Package – Annual Services	Annual Contract (12 Month Term)	Upfront \$480 (averaging \$40 per month) includes: ✓ Full access to publicly traded cancer/oncology stocks listings ✓ Stock screening tool (P/E ratio and beta) ✓ Correlation analysis, portfolio construction, portfolio suitability and optimization recommendations, and monthly investment performance reporting.
Enhanced Package – Annual Services	Annual Contract (12 Month Term)	Upfront \$840 (averaging \$70 per month) includes: ✓ Standard Package ✓ Plus two 60-minute 1-on-1 consultations with investment advisor representative (at least six months apart within a twelve-month period). ✓ Additional 1-on-1 consultations: \$250 per hour.
Executive Package – Annual Services	Annual Contract (12 Month Term)	Upfront \$1,440 (averaging \$120 per month) includes: ✓ Enhanced Package ✓ Plus additional stock screening tools (beyond P/E ratio and beta, such as

		debt ratios, liquidity ratios, income statement metrics, balance sheet metrics, and cashflow metrics), and daily intra-day stock analysis/alerts, daily recommendations as required, and upon-demand reporting. ✓ Additional 1-on-1 consultations: \$250 per hour.
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Clients may upgrade their subscription from one Investment Services Package to another at any time and gain instant access to the features of the new Package at the time of upgrading. Clients do not have to wait until the end of the Services Package period to change to another subscription. If the Client wishes to upgrade to a different Investment Services Package, he or she can elect the new desired Package and the system will auto-deduct the number of days according to the period of usage, refund the amount for the remaining days within seven to ten business days, and auto-charge the Client the full amount for the newly acquired Investment Package.

As a hypothetical example, a Client who is registered in the Standard Package – Quarterly Services decides to upgrade to the Standard Package – Annual Services. If the Client has previously used ten days in the existing Quarterly Package, the system would charge the Client for ten days of use, refund the remaining eighty days in the quarter with seven to ten business days, and subsequently charge the full annual amount for the new Annual Package (beginning at the date of upgrading the Package). The Client would then be subscribed to the new Package with a new annual period.

Clients may cancel their subscription from an Investment Package at any time. Upon cancellation, Can Serve Free LLC will deduct from the Client's paid subscription Package: 1) the amount for the previous months of usage (if applicable), and 2) the amount for the final 30-day period. Any remaining amount beyond this final period will be refunded within seven to ten business days. Given that the Client will have paid for the final 30-day period, their access and rights to utilize the existing Package will remain active within that period. The system will charge fully for the previously used period(s) and the current month and refund the amount for the remaining periods within seven to ten business days.

As an example, if the Client purchased the Standard Package – Quarterly Services and decided to cancel in the first forty-five days of the 90-day contract, the Client would be charged for two full months of service which equals \$100 and be refunded \$50 for the last 30-day period in the quarter. The Client would maintain full access to the system for the remaining fifteen days of the second month but would lose access to the system after the second month has concluded.

As another example, if the Client purchased the Executive Package – Annual Services and cancels after seventy-five days, the Client would be charged for three full months of service which equals \$480 and be refunded \$960 for the last nine months within seven to ten business

days. The Client would maintain full access to the system for the remaining fifteen days in the third month but would lose access to the system after the third month has concluded. Given that 1-on-1 consultations are granted every six months, the Client could lose the benefit of having a consultation with an investment advisor representative.

To provide an additional illustration, if a Client subscribed on October 12 to any plan and canceled that plan on October 22, the amount of 30 days (October 12 - November 11) would be deducted, the number of remaining periods will be refunded within seven to ten business days, and the Client would be able to continue utilizing the services until November 11.

For Clients who have previously purchased an Investment Package, even if they had previously canceled it, they can still log in at any time and have the option to renew their account by purchasing an Investment Package. However, the former Client who had previously subscribed to an Investment Package would only be able to access the Billing page until re-subscribing. If they attempt to navigate to other pages from the dropdown or menu, they will be redirected to the Billing page until they subscribe to a new Investment Package.

Entire Agreement

This Agreement, including Exhibit A, embodies all understandings and Agreements between Client and Adviser and the terms may not be amended except in writing with the consent of both parties.

If terms and conditions as stated in this Agreement are to the Client's satisfaction, please sign and return in one of the two forms below.

- Signing electronically on this website
- Printing, signing, scanning, and returning via e-mail to support@canservefree.com

AGREED AND ACCEPTED

By signing below, Client acknowledges receipt of the Can Serve Free LLC Form ADV Part 2A Client Brochure ("Brochure") at least 48 hours prior to entering into the Agreement and that Client understands, accepts, and agrees to all the terms contained in this Agreement.

First Client's name (please print): _____

First Client's Signature _____ Date: _____

Second Client's name (please print): _____

Second Client's Signature: _____ Date: _____

EXHIBIT B

In the Event of Need for Additional Authorized Signers

First Client's name (please print): _____

First Client's Signature _____ Date: _____

Or

Second Client's name (please print): _____

Second Client's Signature: _____ Date: _____

And

Additional Client's name (please print): _____

Additional Client's Signature: _____ Date: _____

And (if necessary)

Additional Client's name (please print): _____

Additional Client's Signature: _____ Date: _____

And (if necessary)

Additional Client's name (please print): _____

Additional Client's Signature: _____ Date: _____