

Dinerazo Inc.

INVESTMENT ADVISORY CONTRACT

12550 BISCAYNE BLVD SUITE 110
NORTH MIAMI, FL, 33181

3/4/2021

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Dinerazo Inc. ("Dinerazo") on the following terms and conditions.

I. Appointment of Dinerazo.

Client hereby appoints Dinerazo as investment adviser for the Account. Client agrees to promptly notify Dinerazo in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide Dinerazo with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by Dinerazo.

By execution of this Agreement, Dinerazo 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 Client
- (b) ___/___ appraise and review investments of the Account

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

III. Authority.

(Discretionary Investment Management)
___/___ Except as otherwise set forth in this Agreement, Client authorizes Dinerazo to investigate, purchase, and sell on behalf of Client, various securities and investments. Dinerazo is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. Client may, however, terminate

the discretionary authority of Dinerazo immediately upon written notice.

(Non-Discretionary Investment Management)
___/___ Dinerazo is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

IV. Client Accounts.

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit III hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes Dinerazo to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account. If the identity of Client's Custodian changes, then Client will provide Dinerazo with prompt, written notice of the change. If Client elects to use a custodian other than the custodian suggested by Dinerazo, then Dinerazo may not be able to negotiate the best commission rates.

V. Service to Other Clients.

It is understood that Dinerazo may perform investment advisory services for various clients and that the services provided by Dinerazo are rendered on a non-exclusive basis. Client agrees that Dinerazo may give advice and take action 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 Dinerazo any obligation to acquire for the Account a position in any security which Dinerazo, 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 Dinerazo it is not for any reason practical or desirable to acquire a position in such security for the Account.

VI. *Inside Information.*

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

VII. *Liability.*

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

VIII. *Proxies.*

Dinerazo will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. *Fees.*

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

X. *Valuation.*

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. 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 Dinerazo 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 Dinerazo and Client to reflect its fair market value.

XI. *Representations by Client.*

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

Note to Dinerazo: Please be advised that RIA in a Box LLC is not a law firm and does not provide legal advice or opinions to any party or client. You should consult an ERISA attorney if you intend to advise a plan subject to ERISA regulations.

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.

Client represents that Dinerazo has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain Dinerazo. Client acknowledges that Client is a “named fiduciary” with respect to the control or management of the assets in the Account. Client will furnish promptly to Dinerazo the

governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects Dinerazo's rights or obligations, then the amendment will be binding on Dinerazo only when agreed to by Dinerazo in writing. If the Account contains only a part of the assets of the plan, then Client understands that Dinerazo will have no responsibility for the diversification of all of the plan's investments and that Dinerazo will have no duty, responsibility, or liability for 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 Dinerazo, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers Dinerazo and affiliated persons of Dinerazo.

XII. Representations by Dinerazo.

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

XIII. Amendment; Termination.

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

XIV. Notices.

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

Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

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

XVI. Exhibits.

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

Exhibit I - Identification of Accounts

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian

Exhibit IV - Investment Policy Statement

XVII. Receipt.

____/____ Client acknowledges receipt of Form ADV Parts 2A and 2B and Dinerazo's Privacy Policy Statement.

XVIII. Consent to Electronic Delivery

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

XIX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without

the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XX. Confidential Relationship.

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

XXI. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized

representative may terminate this Agreement by giving Dinerazo written notice in accordance with the termination provisions of this Agreement.

XXII. Title to Assets.

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

XXIII. Market Conditions.

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

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

Client Name:	Dinerazo Inc.		
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date		

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			

Exhibit I - Identification of Accounts

Below are the accounts (collectively, the "Account") included under this Agreement:

Account Number	Registration Name	Custodian	Notes
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Exhibit II - Fee Schedule

The following are the fees charged by Dinerazo Inc. for services provided:

Dinerazo will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is no account minimum.

Portfolio Management Fees

Total Assets Under Management	Annual Fee
\$1 - and up	0.00%

Fees are paid in arrears. Dinerazo uses an average of the daily balance in the client’s account throughout the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

Portfolio management fees will be invoiced and billed directly to Client, payable by cash, on a monthly basis.

___/___ By initialing here, Client agrees to the fee of: _____.

Exhibit III - Identification of Custodian

Custodian or other Authorized Third Party:	
Mailing Address:	
Telephone:	

A copy of the custodian's agreement is not attached as part of this Exhibit III.

Exhibit IV - Investment Policy Statement

Date of Last Update: MM/DD/YYYY

Personal information

- What is your first name: _____
- What is your last name: _____
- What is your birthdate: _____
- Spouse's name: _____

Income & net worth

- What is your current annual household income: (\$) _____
- What is your liquid net worth: (Excluding primary residence) (\$) _____
- What is the value of your residence(s): (\$) _____
- What is the value of any other significant illiquid asset(s): (\$) _____
- What are your current annual income needs from investments: (\$) _____
- What is your desired retirement age: _____
- What is your desired annual income in retirement (\$): _____

Risk tolerance & investment objectives

- Acceptable percentage of principal loss in a short term period? (less than 1 year)
 - o ____ Up to 5%
 - o ____ Up to 10%
 - o ____ Up to 15%
 - o ____ Up to 20%
 - o ____ Up to 25%

- What is your desired annual rate of return?
 - o ____ 0-2.5%
 - o ____ 2.5-5%
 - o ____ 5-7.5%
 - o ____ 7.5-10%
 - o ____ 10%+

- Which of the following statements best describes your investment objectives?
 - o ____ My highest priority is to preserve my investments and I am willing to accept minimal return in order to do so

- ____ I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value
 - ____ I seek to grow the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value
 - ____ I seek to accelerate somewhat the growth of the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value
 - ____ I seek a significant appreciation of the principal value of my investments and, in pursuit of these gains, am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value
- How would you respond in the event of a decline in the value of your investments?
- ____ I would sell my investments immediately if they were to suffer substantial declines
 - ____ Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio
 - ____ I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio
 - ____ Even if my investments were to suffer a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio
 - ____ I would increase the amount invested in my portfolio in anticipation of an increase in value
- Which of the following scenarios would make you more uncomfortable?
- ____ Making an investment and watching it decline in value
 - ____ Selling an investment and watching it increase in value
- During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?
- ____ Sold all equity holdings
 - ____ Moderately decreased equity holdings
 - ____ No changes
 - ____ Moderately increased equity holdings
 - ____ Significantly increased stock holdings
 - ____ Not applicable
- In general, how did you feel about the decline in stock market values from 2007 through 2009?
- ____ High level of anxiety
 - ____ Moderate level of anxiety
 - ____ Acceptance that short-term losses are part of investing and assurance that the risk I took was reasonable given the potential long-term gains of my investments

- ____ Indifference
 - ____ Excited to be able to invest in assets that had declined in value
- How would you describe your level of knowledge with regard to finance and investing?
- ____ Minimal. I have very little interest in understanding finance and investing, or I have not had the opportunity to learn.
 - ____ Low. I have basic knowledge of finance, such as understanding what stocks, bonds, and mutual funds are.
 - ____ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.
 - ____ High. In addition to understanding most financial products and terminology, I understand factors that affect the price of stocks and bonds.
 - ____ Advanced. I have an in-depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company-specific risk.
- For how many years, if any, have you owned each of the following types of investments?
- ____ Mutual funds
 - ____ Stocks
 - ____ Bonds
 - ____ Options
 - ____ Variable annuities
 - ____ ETFs
 - ____ REITs
 - ____ Limited partnerships/Private Placements

Restrictions on the Account(s): _____
