

CLIENT AGREEMENT

Part 1: Discretionary Investment Advisory Agreement

This Investment Advisory Services Agreement (“Agreement”) is by and between bloom inc. (“bloom,” the “Advisor” and sometimes referred to as “we,” “us,” or “our”), an investment advisor registered with the Securities and Exchange Commission (the “SEC”) under the Investment Advisers Act of 1940, as amended (the “Act”), and you (“you” or the “Client”), and relates to all investment advisory and management services provided for the Client (“Services”) via our website (“Website”). By accessing and/or using the Website, you agree to be bound by the terms of this Investment Advisory Agreement and our Website’s Terms of Use (the “Terms”). Capitalized terms used but not defined herein will have the meanings given to them in the Terms.

Our Relationship

This Agreement sets forth the terms and conditions of the Services, outlines the responsibilities of the parties, and defines the relationship between Client and bloom. You hereby represent and warrant that you have read, agree with, and accept all of the terms and conditions contained in this Agreement and have the authority to act on this account. Your relationship with bloom will be governed by this Agreement and the Terms.

Scope of Services

Bloom provides online, web-based Services to help its clients with their Employer Sponsored Retirement Account(s) (“ESRA”). Our web-based Services will generate investment allocation recommendations, recommendations of securities to buy and sell, and ongoing rebalancing, all based on the information you provide through our Website.

While bloom is an online, web-based Service, we have internal staff involvement in the oversight and management of our Client accounts. Bloom’s advisors identify and categorize funds available in the ESRA and bloom account coordinators and advisors occasionally test and confirm rebalances are completed accurately. Our Clients have access to ask questions of bloom Financial Advisors via online chat and email.

Bloom relies on information provided by you in order to generate your recommendations and cannot be held responsible for any recommendations based on inaccurate information. You acknowledge that if you provide false or inaccurate information to bloom, the investment advice provided to you may therefore not match your investment needs.

Bloom's advisory services are discretionary. Bloom does not and will not accept custody of your assets, although we may be deemed to have constructive or inadvertent custody of your assets by virtue of our access to your ESRA. Your assets shall be held by an independent custodian (“Custodian”). Our Services are intended to help you make investment decisions and to assist you in your investment management. Our Services are not a substitute for your own informed judgment. You acknowledge that you are responsible for your own investment decisions. You may accept, modify, or reject the portfolio and investment recommendations provided by bloom. When we generate a recommendation for you,

you have the ability to adjust the recommendation before directing us to implement the recommendation in your ESRA at your Custodian.

Power of Attorney

By using our Services, you expressly authorize bloom to access your ESRA maintained by third parties, on your behalf as your agent. Bloom will submit information including usernames and passwords that you provide to log you into your Custodian's site. You hereby authorize and permit bloom to use and store information submitted by you through the Services (such as account passwords, user names and security questions) to accomplish the foregoing and to configure our Services so that they are compatible with the third party sites for which you submit your information. For purposes of this Agreement, you grant bloom a limited power of attorney, and appoint bloom as your attorney-in-fact and agent, to access third party sites, and to retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities, as you could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN BLOOM IS ACCESSING AND RETRIEVING ACCOUNT INFORMATION FROM THIRD PARTY SITES, BLOOM IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that our Services are not sponsored or endorsed by any third parties accessible through the Services.

Execution of Transactions

Bloom uses an algorithm to generate your recommendation. The algorithm follows a glidepath approach derived from your timeframe to retirement (desired retirement age minus current age) plus or minus any risk adjustments you make using the bloom "slider" during the online onboarding process. Bloom's investment committee maintains and monitors the algorithm using general allocation indexes to form the glidepath. Our methodology is based on Modern Portfolio Theory (MPT), which analyzes the historical risk, return, and correlation of different asset classes and determines the best way to combine those asset classes to maximize expected return for a given level of risk. Because the data analyzed is historical data, the risk, return, and correlations of the past may change in the future. Similarly, the expected return of the portfolio is a forward-looking estimate and the future is unknowable, so the actual return may differ from the expected return based on MPT.

Due to the nature of our Services, the allocation our algorithm is attempting to build is limited to effecting transactions only in your ESRA at your Custodian and the options available in a given plan. Therefore, in some cases an asset class our model allocation uses may not be available in your plan and we will have to increase our allocation to a substitute asset class. Our algorithm will choose the lowest cost fund in each asset class based on research that finds cost is the best predictor of future returns; however, the ability to use low-cost funds is limited by a given plan's fund lineup. You may pay higher internal fund fees than if we were permitted to direct transactions to another broker-dealer. Funds are grouped into broad categories. In some cases, these categories may not capture or account for unique strategies implemented by specific funds. Funds are grouped into the category that best fits their strategy. Bloom may not be able to provide 'best execution' for your brokerage transactions. You understand and acknowledge this limitation of our Services.

Trading may be required from time to time to meet initial allocation targets. Additionally, your account may be rebalanced or reallocated periodically in order to realign with targeted percentages of your recommended asset allocation. The timing of rebalancing or reallocation will occur at our discretion and

will be made regardless of market conditions without prior notification. Our algorithms will not change simultaneously with changing market conditions. Transactions may be irrevocable once processed.

If there are discrepancies in the algorithm application and intent for a given account, bloom may override the algorithm. If there are restrictions or fees associated with transactions or future allocations imposed by the record keepers (e.g., short-term trading fee, or some accounts, for example, only allow us to direct future contributions to a limited number of funds) we may override the algorithm.

You should update your bloom Account promptly when your financial situation, goals, objectives, or needs change. Should you decide to make a change to your existing risk preference, you may do so through your Account profile and we will make the changes for you with the next rebalance of your account. **You can contact your ESRA custodian directly at any time to immediately change your investment allocation.**

Website Registration

To access our Services you must first register via www.bloom.com, or client-appropriate site, our mobile phone application(s), or our tablet applications (together our “apps”) and complete our simple set up process to create your bloom account (“Account”). Client understands that the Website and apps are the only means of accessing our Services.

Legal Capacity

You represent that you have the full legal power and authority to enter into this Agreement. If this Agreement is established by Client’s authorized representative, such Client’s authorized representative by virtue of entering into this Agreement certifies that he or she is legally empowered to enter into or perform this Agreement. Your death, disability or incompetence will not terminate the terms of this Agreement. Your executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving us proper notice.

Representation

Client understands and acknowledges that bloom is a Delaware corporation, and that Advisor is licensed/registered with all of the appropriate regulatory jurisdictions that Advisor determines it has a duty to be licensed/registered. Client understands and acknowledges that the Advisor is not engaged in the practice of law or accounting and will not provide any legal or accounting advice, nor prepare any legal, tax, or accounting documents.

Non-Exclusive Management

Client understands that the Advisor performs advisory services for other clients. Client agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from the advice given, or the timing or nature of action taken, with respect to the Client’s Account.

Fees

There is no minimum account size required. We provide our services for:

Balance	Cost
\$0 and up	\$10.00 per month or \$108.00 per year (10% discount on annual payment)

Services for subsequent associated accounts are provided for \$7.50 per month or \$81.00 per year (10% discount on annual payment).

Fees are paid, in advance, through credit card or debit card. We may offer alternative payment options and service charges. No increase in the fee shall be effective without prior email notification to the Client sent at least thirty (30) days in advance.

In addition to the foregoing fees, Client may also incur various costs such as transaction costs, short-term redemption fees, fund expenses, and administration expenses imposed by its Custodian or third party administrator (“TPA”) or other third party, as well as other fees. Such costs are outside of Advisor’s control. Advisor shall not receive any portion of these additional costs. Client acknowledges that such costs will be assessed to Client according to the agreements made with their existing Custodian(s), TPA(s), and other third parties as applicable.

The firm may sponsor occasional marketing promotions which for example might reward clients with nominal gifts for introducing prospective clients to the firm, or bloom may reward prospective clients and/or clients with nominal gifts for completing a prospective client questionnaire. Although the firm does offer compensation promotions for client referrals, this type of arrangement will not increase investment management fees paid by our clients.

Termination

Bloom and Client may each terminate this Agreement at any time. Client may terminate this Agreement by accessing his or her Account profile and following the instructions in the Account profile to cancel this Agreement. Refunds on unreceived services from discounted annual memberships are pro-rated for any unused membership months based on the monthly payment term. Bloom may terminate this Agreement by providing written notice to you. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations 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.

In the event bloom is unable to access your account for a period of two or more quarters, we may cancel service on your account. You are still responsible for service fees until the agreement is terminated.

Confidential Relationship

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client. Consult our Privacy Policy for further details.

We may monitor or keep records of your communications with us in order to monitor the quality of our Services.

Notices and Communication

You agree and consent to receive electronically all communications that we may provide in connection with your Account. Communications will be sent to you at your email address on record. It is Client's responsibility to keep your email address up to date so that we can communicate with you. Client acknowledges that all communications sent to you at your email address on record will be treated as if they were delivered to you personally, whether or not you receive them. All of your communications to Advisor shall be made via the Website or apps. You can update your email address at any time by accessing your bloom Account. If your email address becomes invalid such that electronic communications we send you are returned, we will continue to provide our Services.

For our ESRA services, your retirement plan sponsor or custodian will provide you with account statements reflecting the transactions occurring in your account and account balances along with confirmations for each securities transaction executed in the account. We will not provide you statement or performance information for your account.

Proxies, Prospectus and Class Action Lawsuits

Advisor will not vote proxies on Client's behalf. Additionally, Advisor will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which your assets may be invested from time to time. Advisor reserves the right to not take any action or render any advice with respect to any securities held in your ESRA which are named in or subject to class action lawsuits.

Risk Acknowledgement

Advisor does not guarantee the future performance of your ESRA or any specific level of performance, the success of any investment decision or strategy that the Advisor may use, or the success of Advisor's overall management of your ESRA. The Client understands that investment decisions made for the Client's ESRA by the Advisor are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment decisions will not always be profitable. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS, AND YOU MAY LOSE MONEY AS A RESULT OF YOUR USE OF THE SERVICES. YOUR INVESTMENTS WILL GO UP OR DOWN DEPENDING ON MARKET CONDITIONS. YOU MAY CONTACT YOUR ESRA CUSTODIAN DIRECTLY AT ANY TIME TO IMMEDIATELY CHANGE YOUR INVESTMENT ALLOCATION.

Entire Agreement and Amendments

Your relationship with bloom is governed by this Agreement and the Terms and Conditions. Other than the Terms and Conditions, all agreements, covenants, representations, and warranties (express, implied, oral, and written) of the parties hereto concerning the Services are contained herein. Other than the Terms and Conditions, no other agreements, covenants, representations, or warranties, express or implied, are made a part hereof. We may amend this Agreement at any time by posting a revised version on our Website. The revised version becomes effective at the time we post it. If the revised version includes any increase in fees, any deletion or substitution by bloom of any of the Services in connection with your ESRA, or any material modification of any Services, we will email you a notice of such changes at least thirty (30) days prior to such change becoming effective.

Governing Law

Except to the extent that it is preempted by federal law, the internal law of the State of Kansas will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Act.

Assignment of Agreement

No assignment (as that term is defined in the Act) of this Agreement shall be made by the Advisor without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Act.

Severability

If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, legality, or unenforceability shall not affect the remaining provisions and portions of this Agreement.

Limitation of Liability; Indemnification

The Client agrees to use our Services according to this Agreement and the Terms (which govern access and use of the Website). If you do not comply with the terms of this Agreement and/or the Terms, you will hold us harmless from any and all loss arising from your use of our Services. In no event will bloom or its affiliates be liable to the Client (in damages or otherwise) in connection with or as a result of bloom's provision of or the Client's use of our Services. In no case shall bloom, its officers, directors, agents, employees, suppliers, or affiliates be liable for any indirect, special, incidental, consequential, or punitive damages (including, without limitations, those resulting from theft or loss of profits, data, use, goodwill, business interruption or other intangible loss) arising in connection with this Agreement, Client's use of the Website, the Services, or the internet (however arising, including negligence), whether based on warranty, contract, tort, or any other legal theory and whether or not bloom or an affiliate has been advised of the possibility of such damages. You further acknowledge and agree that this Agreement specifically incorporates the limitation of liability and indemnification provisions set forth in the Terms. Bloom disavows undertaking any fiduciary status under the Employee Retirement Income Security Act of 1974, as amended, or other applicable law unless specifically set forth herein. If bloom is engaged to provide its services by the plan sponsor of your ESRA, bloom may be considered a fiduciary under ERISA.

Reasonable Care

We use reasonable care, consistent with sound industry practice, in providing our Services. We do not guarantee that our Services, communications, or any content will be delivered to you uninterrupted, timely, secure, or error-free. Operation of our Website and our Services may be interfered with by numerous factors outside our control. Bloom makes no representations or warranties regarding the amount of time needed to implement investment recommendations in your ESRA because such implementation is dependent on numerous factors outside our control.

Jurisdiction

You agree that any action at law or in equity arising out of or relating to this Agreement, our Website, or the Terms, shall be filed only in the state or federal courts in Kansas and you hereby consent and submit

to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action.

Acknowledgement of Disclosure Statement

- The Client acknowledges receipt of Part 2 of Form ADV.
- The Client acknowledges receipt of bloom’s Privacy Notice at Account opening and will receive one annually hereafter or at any time upon request. Client acknowledges that he or she may view bloom’s full Privacy Policy at bloom.com at any time.
- The Client acknowledges that bloom has express permission for electronic delivery of all documents relating to their Account. This includes bloom’s Privacy Notice and Part 2A and Part 2B of its Form ADV.
- The Client agrees to notify Advisor promptly if his or her e-mail address changes.

CLIENT ACKNOWLEDGES HE OR SHE HAS CAREFULLY READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS ADVISORY AGREEMENT AND UPON ENTERING HIS OR HER NAME AND CLICKING “CONFIRM” ACCEPTS THESE TERMS AND CONDITIONS. CLIENT ACKNOWLEDGES HE OR SHE HAS RESOLVED ANY QUESTIONS ABOUT THE PROVISIONS IN THIS AGREEMENT PRIOR TO ENTERING INTO THIS AGREEMENT. CLIENT UNDERSTANDS THAT TYPING CLIENT’S NAME IN THE ELECTRONIC SIGNATURE FIELD AND CLICKING THE "CONFIRM" BUTTON IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. CLIENT AGREES TO PERIODICALLY CHECK THE WEBSITE FOR UPDATES TO THIS AGREEMENT.

This Agreement shall be binding once all parties involved have signed and dated this Agreement.

By:

Client Signature

Client Name

Email Address

Date

PART 2: Limited Power of Attorney Trading Authorization

This Limited Power of Attorney (“LPOA”) form authorizes Bloom, Inc., and its successors and assigns (“Bloom”), as your agent (“Agent”) to conduct certain limited activity in your Employer Retirement Savings Account (ERSA) held at <CUSTODIAN> . Bloom will be authorized to execute trades, to request information regarding your account, and accept prospectus on your behalf. Bloom will not be authorized to request or alter any security information for your ERSA or to initiate asset transfers into or out of the account.

Client Information

Name of Account Holder: =

Power of Attorney Agent Information

Name of Agent: Bloom, Inc.
Agent’s Phone Number: 888-446-8416

Terms and Conditions

Client is the registered owner of the account(s) listed above and authorizes bloom to act as authorized Agent. The terms and conditions herein are in addition to the provisions of all other agreements. The agreements applicable to Client’s account(s) will govern all orders and transactions, and Agent is bound by all terms of those agreements.

Agent’s Authority

This agreement authorizes Agent to submit certain instructions regarding Client’s ESRA to Custodian on behalf of Client. This authorization will be applicable to all ESRAs identified above, all assets held in such accounts identified above, and for which Agent has been designated. Client hereby authorizes Agent to inquire in, trade, buy, sell or otherwise acquire or dispose of mutual funds, money market funds, stocks, bonds, Exchange Traded Funds (ETFs) and/or any other investment position on behalf of Client. Client hereby authorizes Agent to accept email delivery of prospectuses on behalf of Client. Client understands that a fee may be charged to the account each time a trade is effected. Bloom does not receive any portion of this fee.

Agent is also authorized to inquire about and receive information, including without limitation security information, regarding the account(s) or activity or assets in account(s).

This Limited Power of Attorney does NOT authorize Agent to deposit funds and assets to the Client’s account(s); or to redeem or withdraw funds or assets from the Client’s account; or to initiate transfers (including inter-broker transfers), rollovers, or other transfers of assets between and among Client accounts. THIS LIMITED POWER OF ATTORNEY DOES NOT AUTHORIZE

AGENT TO CHANGE CLIENT'S USERNAME OR PASSWORD, ADD, DELETE OR CHANGE CLIENT OR ACCOUNT INFORMATION, TRANSFER, ROLLOVER OR WITHDRAW FUNDS, OR ARRANGE A LOAN.

The Custodian is authorized, but not required to, conduct further inquiry or seek authorization from the Client or to obtain further clarification from Agent or Client regarding any instruction from Agent for Client's account(s). The Client and Agent acknowledge that all information provided by either of them on this document, or otherwise provided to the Custodian during the application process, is subject to verification, and Client and Agent authorize the Custodian to verify all information through the use of credit agencies or any other customary or reasonable means.

Custodians

CLIENT AND AGENT ARE SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY FOR CLIENT OF ANY INVESTMENT STRATEGY OR TRANSACTION. CLIENT AND AGENT ACKNOWLEDGE THAT THE CUSTODIAN ASSUMES NO RESPONSIBILITY WHATSOEVER FOR REVIEWING OR MONITORING ANY INVESTMENT DECISION OR ACTIVITY OF THE AGENT.

Agent shall not make any statements implying that the Custodian has reviewed or approved of Agent, or any recommendations or advice or actions of Agent. Agent has no authority, and shall not make any representations or give any warranties, regarding the Custodian.

Agent's Compliance with State and Federal Law

Agent will comply with all applicable state and federal securities laws. Agent will provide promptly any information reasonably requested by the Custodian concerning Agent's actions or compliance with this Agreement. This provision shall not be read to imply that the Custodian has any duty to supervise or monitor Agent's actions or compliance with applicable law.

Termination

Client agree(s) to notify the Agent immediately, in writing, if Client modifies or revokes this Limited Power of Attorney.

Indemnification of Custodian by Client

Client agrees to indemnify and hold the Custodian, and its affiliates, and its and their successors and its and their directors, officers, employees and agents harmless from and against all claims, actions, costs, liabilities, including attorney's fees, arising out of or relating to their reliance on this Limited Power of Attorney regarding execution of any of Agent's instructions. Client agrees that since the Custodian will not supervise Agent's trading decisions or other activities, Client will not attempt to hold the Custodian liable for any decision or action of Agent. The Custodian's rights under this paragraph are in addition to any other rights under other agreements with Client and/or Agent.

Indemnification of Custodian by Agent

Agent agrees to indemnify and hold the Custodian, and its affiliates, and its and their successors and its directors, officers, employees and agents harmless from and against all claims, actions, costs including attorney's fees, arising out of or relating to any breach by Agent of any provision of this Agreement; and any dispute involving Agent and Client.

Client Signature

YOU HEREBY ACKNOWLEDGE THAT YOU ARE AWARE THAT YOU WILL CONTINUE TO HAVE THE AUTHORITY TO, AT ANY TIME, LOGIN TO YOUR ESRA DIRECTLY WITH YOUR PROVIDER AND MAKE CHANGES TO YOUR ALLOCATION OR MOVE YOUR ENTIRE ACCOUNT BALANCE INTO A MONEY MARKET OR STABLE VALUE OPTION. BECOMING A BLOOM CLIENT DOES NOT RESTRICT YOUR ABILITY TO MAKE YOUR OWN CHANGES TO YOUR ALLOCATION.

By entering your name and clicking "confirm", I represent that I have read and agree to be bound by all of the terms and conditions of this Limited Power of Attorney Agreement as set forth above.

I authorize **<CUSTODIAN>** to execute trades in my account at the direction of the Agent without obtaining my approval.

Client's Signature

Date

PART 3: Investment Notices

We are excited to get started and we thank you for your business. We want to mention a few things right at the start of our relationship:

- Your investments are subject to loss of principal and are not guaranteed.
- Past performance is no guarantee of future results. Just because an investment performed well in the past does not mean it will do well going forward. And vice versa.
- We don't control the investment markets. Your Account will go up and down in value based on what happens in the markets. We do not make any guarantees your Account will grow.
- When you sell an investment, you might get back less than what you paid for it. You should not be investing money you may need in the short term.
- Investing in the stock market carries significant risk. We believe you are rewarded over the long term for taking that risk.
- Investing in bonds is often thought to be 'safer' but also carries significant risks. For example, there is credit risk, default risk, interest rate risk, liquidity risk, economic risk, and company and industry event risk. Bond investments can lose money. Do not assume that bonds in your portfolio protect you from risk.
- The information you provide to us is important. We will create an initial recommended allocation based on that information you provide to us. It is your responsibility to promptly update us of any changes to this information.
- You may adjust this initial recommended allocation to be more or less aggressive. **YOU HAVE THE FINAL RESPONSIBILITY FOR THE SELECTION AND APPROVAL OF THE APPROPRIATE PORTFOLIO FOR YOU.**
- You have a very limited number of investment options in your ESRA. We work with those limited options to create an appropriate allocation for you. As with all diversified portfolios, each year some positions will perform better than others.
- If you choose to be more conservative or more aggressive than we believe is appropriate for you, we may suggest you do not hire bloom.
- You will always have the authority, at any time, to login to your ESRA directly and to make changes to your allocation or move your entire account balance into a money market or stable value option. Becoming a bloom Client does not restrict your ability to make your own changes to your investment allocations.
- **YOU MAY CONTACT YOUR ESRA CUSTODIAN DIRECTLY AT ANY TIME TO IMMEDIATELY CHANGE YOUR INVESTMENT ALLOCATION.**
- Neither bloom, inc., nor its advisors or employees, provide legal or tax advice. If such advice is required, you should seek the advice of your attorney and/or tax advisor.

