March 1, 2021

Ms. Jasmine Lee

Chief Operating and Financial Officer

Acorns Grow Incorporated

5300 California Ave, Building 1  
Irvine, CA 92617

Dear Ms. Lee:

This letter will confirm the engagement of CNM LLP ("CNMLLP", "CNM", or "we") to provide accounting preparation and assistance to Acorns Grow Incorporated (the "Company", “Acorns”, “Client” or "you") on an as-needed basis. You and CNM are sometimes referred to herein individually as a "Party" and together as the "Parties". This letter, including the Services to be Performed (the "Services") and Fee Schedules, both as set forth on Exhibit A, and the General Business Terms set forth on Exhibit B, both attached hereto (collectively, this "Agreement" or "Engagement Letter"), is to confirm in writing the nature, scope and terms of the services we will provide to you.

We understand that the initial purpose of this engagement is to provide accounting preparation and assistance to you. A more detailed list of the services to be provided to you and related fees is included in Exhibit A. We estimate that the cost of providing these services will be approximately **$268,000 to $386,500**. Please note that we have provided you with a good faith estimate based on our current understanding of the engagement and that actual fees and expenses may vary from the cost estimate. The project manager responsible for CNM's work will review all invoices before they are sent to the Company to ensure the charges are appropriate. Our current billing rates and terms are listed in Exhibit A.

We intend to summarize work performed and to keep you informed on a regular basis of progress, issues and fees incurred as the work progresses. Invoices will typically be issued on the 15th and 30th day of every calendar month and are due upon presentation.

Regarding the services CNM provides to you, CNM represents that it is familiar with and will adhere to the independence, integrity and objectivity rules, regulations, interpretations and rulings of the American Institute of Certified Public Accountants.

Please review this Agreement carefully and call if you have any questions. If you accept the terms of our engagement as set forth in this Agreement, please sign, date and return it to our offices. Thank you for choosing CNM to provide services. We look forward to working with you.

Sincerely,

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Razmig Bolkorjian Date

Partner, CNM LLP

The undersigned has read and understands the disclosures and terms of this Agreement (including the terms in Exhibit A and Exhibit B). The undersigned agrees to be bound by all terms and pay all fees and expenses under this Agreement.

Acorns Grow Incorporated

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Jasmine Lee Date

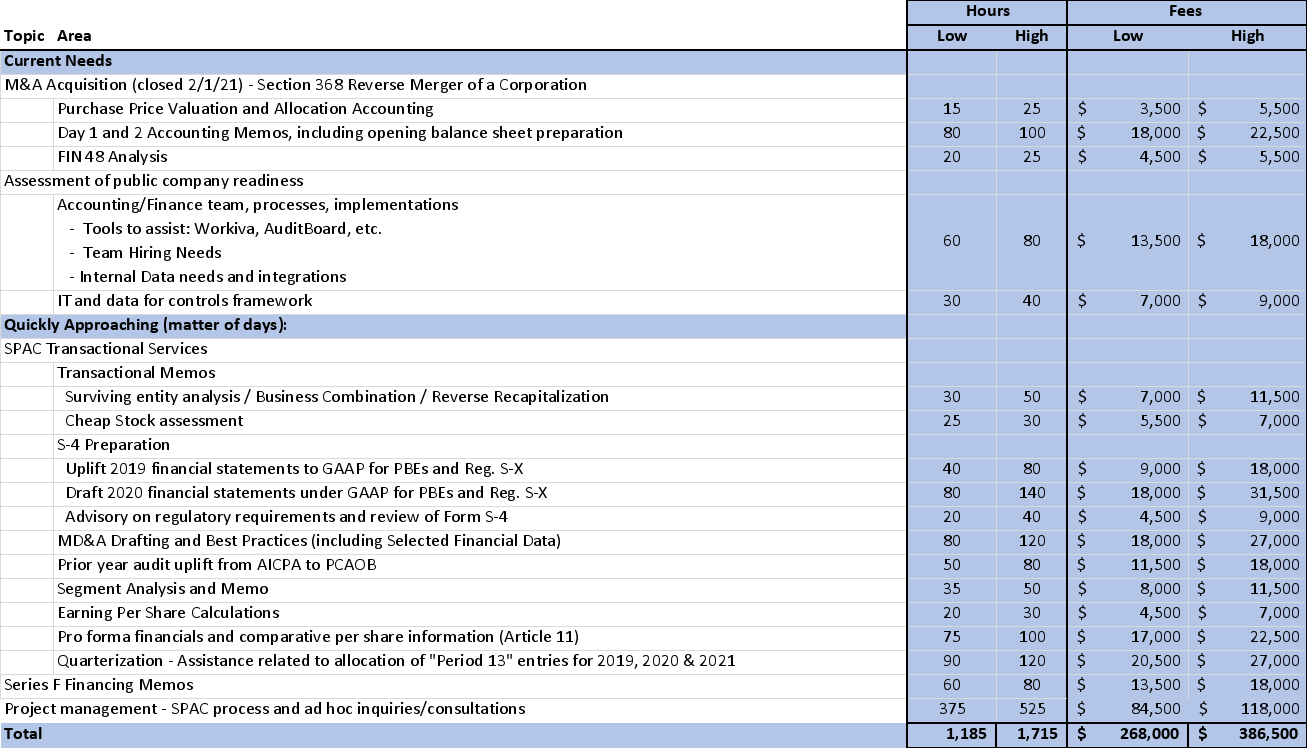
Chief Operating and Financial Officer

**Exhibit A**

**Services to be Performed and Fee Schedules**

**Services**

We understand the services will include accounting preparation and assistance activities, including (fees presented at standard rates, see “Fee Discount” section below for volume discounts to be applied):



CNM anticipates that it will perform the services listed above; however, CNM will not undertake any of these or any additional services without your express permission and will act only at your direction.

**Fee Discount**

Fees will be billed at our standard rates included below for the first $100,000 of fees incurred. Fees in excess of $100,000 will be billed at a ten percent discount from the standard rates presented below through the effective date of the S-4.

**Fees**

All services will be billed to you at the following rates:

* Partner / Technical Director / Professional Practice Director - $450 per hour
* Managing Director - $275 per hour
* Director - $250 per hour
* Associate Director - $225 per hour
* Project Manager - $200 per hour
* Senior Associate - $175 per hour

Based on the initial budget, we anticipate the total cost of the work to be approximately **$268,000 - $386,500**. In addition, we will bill for our out-of-pocket expenses, such as delivery services, travel, transportation, lodging and meals, and other third-party goods and services. You acknowledge that this is our good faith estimate based on our current understanding of the engagement and that fees may vary from the estimate.

Our fees do not cover charges for any subpoena or other discovery request we receive for documents, information, or testimony (in court or in deposition) related to this engagement in proceedings to which we are not a party. The work papers created as a result of this engagement are the property of CNM, and we will bill separately for our time and expenses, including reasonable attorneys' fees, incurred in connection with responding to any such requests and testifying in any such proceedings.

The billing rates as listed above will be effective from the date of this letter until adjusted upon written notice. Our billing rates are reviewed and usually adjusted at the beginning of each calendar year. In setting our billing rates, we consider the uniqueness of the services rendered, the time limitation imposed by the Company and whether the work precludes other work that we otherwise would have done. Normally, the project manager responsible for CNM's work will review all invoices before they are sent to the Company to ensure the charges are appropriate.

Work may be suspended if your account becomes 30 days or more overdue. Work will not be resumed until your account is paid in full. We will add an interest charge based on an annual rate of 10 percent on all amounts 30 days past due. The Company acknowledges and agrees that we are not required to continue work in the event of the Company's failure to pay on a timely basis for services rendered as required by this Agreement. If we elect to terminate our services on the basis of the Company's failure to pay fees, the engagement will be deemed to have been completed even if we have not issued any reports or other Work Product (as defined below), and you will be obligated to compensate CNM for all amounts due for our services.

**Exhibit B**

**Standard Business Terms**

These Standard Business Terms ("Terms") will govern the services provided by CNM. If there is a conflict between these Terms and the terms of the Engagement Letter, these Terms will govern. All capitalized terms used below that are not otherwise defined shall have the meanings ascribed to them in the Engagement Letter.

1. **Services.** Client specifically accepts and agrees to the following.

1. The Services may include advice and recommendations, but all decisions about carrying out such advice and recommendations will be the sole responsibility of, and made by, Client. Moreover, Client will be solely responsible for: (i) making all management decisions and performing all management functions; (ii) choosing a competent employee, preferably within senior management, to oversee the Services for Client; (iii) evaluating the adequacy and results of the Services; (iv) accepting responsibility for results of the Services; and (v) setting up and maintaining internal controls with respect to the Services, including, without limitation, the oversight of CNM’scontinuing activities. CNM may rely on all decisions and approvals of Client.

1. Our Services do not constitute an audit, examination, attestation, special report, or an agreed-upon procedures engagement as those services are defined in either the AICPA or PCAOB standards applicable to independent auditors. We will not issue a written report for distribution to third parties, nor will we be expressing an opinion or any other form of assurance.

1. Client's financial statements, including, without limitation, the use of generally accepted accounting principles (“GAAP”) to record the effects of any proposed transaction, are the responsibility of management. Therefore, any comments by CNM about the accounting or tax treatment of selected balances or transactions or the use of GAAP or the technical merits of the tax positions and planning ideas for any proposed transaction are to serve only as general guidance. CNM’s comments are based on our preliminary understanding of the relevant facts and circumstances known to us and on current authoritative literature. Therefore, our comments are subject to change. Such comments are not a tax opinion or a report on the use of accounting principles under standards or rules set up by the AICPA, the PCAOB, or any other regulatory body.

1. We express no opinion as to whether the procedures you have asked to perform are sufficient for achieving the Company’s objectives. The Services are dependent on Client and its advisers having provided CNM accurate and complete versions of materials and information requested by CNM, and on Client and its advisers having provided all relevant materials and information and answered CNM's questions fully and accurately. CNM has no responsibility for the accuracy or completeness of the information provided by, or for, Client, even if CNM had reason to know or should have known of such inaccuracy or incompleteness.

1. Client cannot rely on its engagement of CNM to discover errors or fraud should they exist due to many factors, including but not limited to, inherent limitations associated with the detection of errors or fraud such as 1) limitations in the ability to determine whether documents have been altered or fabricated, 2) the possibility that parties may have colluded to cover up fraudulent entries or transactions, 3) the inherent limitations in the best of internal control systems to detect fraud, or 4) other factors not specifically enumerated herein.

1. CNM partners are professionals, the majority of whom hold California CPA licenses. Depending on the nature of the services for which you engage us, partners and employees holding professional designations other than a California CPA license may provide services.

1. **Independent Contractor.** Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship. CNM shall be an independent contractor pursuant to the Agreement. CNMLLP acknowledges that neither it nor its employees are employees of the Company; they will not be covered by the Company's workers' compensation insurance, and the Company will not withhold income taxes or any other payroll type deductions from the compensation to be paid to CNMLLP, nor in any other respect is the Agreement intended to create an employer-employee relationship between CNMLLP and the Company.

1. **Confidentiality.** In the course of performing services provided by the Agreement, CNMLLP may have access to confidential information and trade secrets in relation to the Company's business. Except as required in the course of this relationship, CNMLLP will not, without prior consent of the Company, either during the term of the Agreement or for a period of two (2) years after termination of the Agreement, use or directly or indirectly disclose to any third person any such confidential information or trade secrets except for purposes of performing services on behalf of the Company. "Confidential Information" is information however delivered, disclosed or discovered during the term of the Agreement, which CNM has, or in the exercise of ordinary prudence should have, reason to believe is confidential or which you deem as confidential. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to CNM; (iii) lawfully disclosed by a third party; or (iv) independently developed. Subject to the foregoing, CNM may disclose the confidential information, for purposes of providing the Services, to CNM's affiliates (if any), and CNM and any such affiliates’ respective contractors, agents and affiliates who agree to maintain its confidential nature.

If CNM is legally compelled to disclose any of the Confidential Information, CNM will, if legally permissible and reasonably practicable, provide you with prompt notice in advance of such disclosure so that you may seek a protective order or other appropriate remedy and/or waive compliance with the Agreement. In the event that such protective order or other remedy is not obtained, or if you waive compliance with the provisions of the Agreement, CNM will furnish only such information that its legal counsel advises is legally required and will exercise commercially reasonable efforts, at your written request, cost and expense, to obtain assurance that confidential treatment will be accorded to any information that is compelled to be disclosed.

1. **Limitations on Damages and Indemnification.** In no event shall either Party be liable to the other Party (or any third party) for any indirect, incidental, consequential, exemplary or punitive damages arising out of or related to the Agreement or the Services. You agree that CNM and its personnel will not be liable to you or any third party, in aggregate, for any damages, claims, liabilities, expenses or other amounts whatsoever arising from or relating to the Agreement and the Services in excess of the fees paid by the Company to CNM pursuant to this engagement, except in the case of a breach of section 3 hereto which will not have a limitation on damages. The limitations and exclusions in this Section 4 will apply: (i) regardless of the cause of action under which they allegedly arise (e.g., contract or tort, such as negligence); (ii) to the maximum extent permitted by law, but not where prohibited by law; and (iii) even if a Party has been advised of the likelihood of such damages occurring.

You shall indemnify, defend and hold harmless CNM and its affiliates, and their respective officers, directors, employees and representatives, from and against all liabilities and expenses, including but not limited to attorneys' and experts’ fees, and other costs of litigation or other proceedings, arising from or related to a third-party (including but not limited to governmental entities) claim, demand, investigation, inquiry or offer to license (a “Claim”) relating to: (i) the Services to be provided under this engagement; (ii) use of the results of the Services; (iii) your alleged breach of the Agreement; or (iv) your business generally, such as your failure to comply with applicable law. The immediately preceding paragraph in this Section 4 will not apply to your obligations pursuant to this paragraph.

In the event a Claim is brought against CNM or any affiliate of CNM, CNM will provide written notice of such Claim to the Company promptly after receiving notice thereof, provided that the failure to provide such notice will not affect the Company’s obligations except to the extent the Company is actually prejudiced by such failure. The Company will select counsel and control the defense of any Claim, except to the extent: (a) the Company does not promptly undertake its obligations hereunder or (b) CNM reasonably believes a conflict of interest exists between CNM and the Company. In either such case, CNM may select its own counsel and conduct its own defense at the Company’s expense. You will keep CNM advised with respect to any Claims that the Company is controlling, and CNM will have the right to participate in any such Claim and to select its own attorneys. The Company will not settle, compromise or otherwise enter into any agreement regarding the disposition of any Claim without CNM’s prior written consent and approval.

1. **Electronic Transmissions; Counterparts.** The Parties acknowledge that they may correspond or convey documentation via various forms of electronic transmission (including, but not limited to, e-mail, FTP, and cloud-based sharing and hosting applications), and that neither Party has control over the performance, reliability, availability or security of these electronic transmission methods. Therefore, neither Party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, disclosure or alteration of any electronic transmission due to any reason beyond its reasonable control. Further, signature pages transmitted through electronic transmission shall have the same legal effect as an original.

The Engagement Letter may be executed in counterparts, which together shall constitute one and the same instrument.

1. **Communications.** You agree that any communications, whether in written or another form, from CNM, including but not limited to any reports, memoranda, tax planning advice or reports, are solely for your use. You agree not to circulate, quote, disclose or distribute such communications or to refer to such communications to anyone who is not an employee of the Company with a need to know, a member of your board of directors, or a legal advisor of the Company acting for the Company with a need to know and where the legal advisor has agreed not to further share the communications.

1. **Third Parties.** CNM may in its sole discretion use third party subcontractors and service providers, located within or outside of the United States, to assist it in delivering Work Product and Services to Client. CNM will have the responsibility to manage any third-party subcontractors and will require them to follow all confidentiality requirements as described herein.

1. **Intellectual Property.** Neither Party will use the other Party's name, trademarks, service marks, logos, trade names and/or branding without such other Party's prior written consent. Notwithstanding the foregoing, CNM may list the Company's name and logo and provide a general description of the engagement in CNM's client lists and marketing materials.

For clarity, you may not refer, either generically or by name, to CNM or to the Services in any written materials that are provided or shared with third parties. The results of any Services (“Work Product”) have been or will be prepared solely to assist the Company with the purposes described in the Agreement and may not be used or relied upon for any other purpose. Except for providing the Company’s independent auditors, accountants, attorneys, tax advisors and/or board members who are under a duty of confidentiality with a copy of any Work Product solely for purposes of fulfilling their respective obligations to the Company or unless required by law, you shall not provide or make any Work Product available to any third party. In no event will CNM assume any responsibility to any third party regardless of whether consent to provide or make any Work Product available to such third party has been provided by CNM.

Each Party shall continue to own all intellectual property rights in its pre-existing materials. Upon final payment for the Services, CNM shall grant to the Company a perpetual, nontransferable, non-exclusive paid-up right and license to use the Work Product for its internal business purposes as identified in the Agreement, subject to the paragraph immediately above. All other intellectual property rights in the Work Product remain in and/or are hereby assigned to CNM. The Parties shall cooperate with each other and execute such other documents as may be necessary or appropriate to achieve the objectives of this paragraph.

In no event will CNM be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Work Product. In addition, CNM will be free to use its general knowledge, skills and experience, as well as any ideas, concepts, information, know-how and techniques that are acquired or used in the course of providing the Services.

1. **Quality and Accuracy of Data.** You confirm that you will furnish CNM with all the information required for us to provide the services listed in Exhibit A. The Company further acknowledges that it will have ultimate responsibility for the accuracy and quality of the information, data and estimates it provides to CNM. As such, the Company will have the ultimate responsibility to decide estimates, technical and judgmental issues that impact the financial statement balances of the Company.

1. **Use of Tax Planning Advice.** Notwithstanding anything herein to the contrary, if any tax services are provided orally or in writing by CNM or its personnel under the Engagement Letter related to the tax structure and tax treatment (as defined in the Treasury Regulations promulgated pursuant to Internal Revenue Code Sections 6011 and 6111 and related Internal Revenue Service guidance) of a transaction (the “Proposed Transaction,” and such advice, "Tax Planning Advice"), CNM hereby acknowledges and agrees that nothing contained in the Engagement Letter shall be construed as limiting or restricting disclosure of the Tax Planning Advice or any significant tax feature thereof for purposes of Rule 3501(c)(i) of PCAOB Release 2005-014, Internal Revenue Code Sections 6011 and 6111, and related Internal Revenue Service guidance. It is understood that Client has not agreed, and will not agree, to any conditions of confidentiality sought to be imposed by Client’s tax advisors upon Client's disclosure of the tax treatment or tax structure associated with the tax services or transaction(s) associated with this engagement. Except as otherwise provided in this Section 10, all Tax Planning Advice in connection with this engagement shall be solely for Client's informational purposes and internal use, and this engagement does not create privity between CNM and any person or entity other than Client. The advice, opinions, reports and other services of CNM relating to the Tax Planning Advice are not intended to be relied upon by or for the benefit of any person or entity other than Client.

1. **Non-Solicitation.** We have invested significant resources in seeking out and training our personnel, and we would be substantially harmed if you improperly solicit our employees and/or our independent contractors (and/or their employees, if applicable). Accordingly, you agree that during the term of the Agreement and for a period of twelve (12) months immediately following the completion or termination of the Agreement or the applicable Services, you will not solicit or attempt to solicit, as an employee or as an independent contractor, any of CNM’s employees and/or independent contractors who were involved in this engagement. For clarity, a general advertisement to the public shall not be deemed a violation of this non-solicitation provision. In the event that Client violates this provision, Client shall be liable to CNM for liquidated damages in the amount of $100,000 (One Hundred Thousand Dollars) per breach. The Parties represent and agree that the liquidated damages provision contained in this Section 11 is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any breach of this non-solicitation provision would be difficult to ascertain. If a dispute arises regarding breach of this non-solicitation provision, the prevailing Party will be entitled to recover its reasonable attorneys’ fees and costs.

1. **Choice of Law.** The Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision of such state or any other jurisdiction.

1. **Waiver.** No term of the Agreement will be deemed waived, and no breach of the Agreement excused, unless the waiver or consent is in writing signed by the Party granting such waiver or consent.

1. **Severability.** If any portion of the Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the remaining portions of the Agreement shall remain in effect.

1. **Force Majeure.** CNM will not be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control.

1. **Assignment.** Except as provided in Section 7, neither Party, without the written consent of the other Party, may assign or otherwise transfer the Agreement, or assign, transfer or delegate any of its rights or obligations under the Agreement.

1. **Arbitration.** Any controversy or claim arising out of or relating to the Agreement, or breach of the Agreement, shall be settled by arbitration in Los Angeles County using the Judicial Arbitration Mediation Service ("JAMS"). JAMS will manage the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The prevailing Party shall be entitled to recover reasonable costs and attorneys' fees in addition to any other damages or relief.

1. **Termination.** Upon written notice, either Party can terminate this Agreement at any time, effective immediately; however, it is agreed that CNMLLP will be paid for the time and expenses actually incurred through the termination date of this Agreement. This Agreement will, in any event, terminate upon completion of the Services.

1. **Integration.** The Agreement is the entire agreement of the Parties for this engagement. It supersedes all prior or contemporaneous oral or written representations, understandings or agreements regarding this engagement. The Agreement may not be modified without a written agreement signed by both Parties.

1. **Data Security.** You acknowledge that no information technology security can ever provide total assurance against potential security intrusions. The effectiveness of controls and security measures is subject to inherent limitations, and all errors, problems or weaknesses may not be detected. Therefore, notwithstanding anything to the contrary contained in the Agreement, including but not limited to these Terms, CNM shall not be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, disclosure or alteration of any of your information or data or any other information or data relating to you or your clients, vendors, employees or agents due to any reason, except for any such loss, delay, interception, corruption, disclosure or alteration that results solely from the willful misconduct or gross negligence of CNM. We will, however, notify you after learning of any security breach of our systems that results in your nonpublic, personally identifiable information being accessed.

1. **Prohibition On Unauthorized Retention, Use, Sale, or Disclosure of Personal Information Under the California Consumer Privacy Act.** CNM hereby acknowledges that it is aware of, has read the California Consumer Privacy Act (“CCPA”) (California Civil Code Sections 1798.100 – 1798.199) regarding its business dealings with Client or its receipt of any personal information of consumers from Client, as the term “personal information” is defined by the CCPA. CNM further agrees that under this contract it is a “service provider” to Client as defined by the CCPA at California Civil Code Section 1798.140(v). CNM declares that it does not intend to, and hereby agrees not to, retain, use, sell, or disclose the personal information of consumers that it receives from Client for any reason outside of the specific purpose of performing the services specified in this contract, or as otherwise authorized under the CCPA.

1. **Survival.** Notwithstanding any other language in the Agreement, the terms of the Agreement that by their nature are to survive the Agreement will survive its expiration or termination. These include but are not limited to Sections 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of these Terms and this Section 22.

\* \* \*