

Non-Binding Letter of Intent to become a client of Berilium

You (“Client”) and Berilium Technologies, Inc. (“Berilium”) agree to enter this non-binding Letter of Intent (this “LOI”) by which the Client confirms his/her intention to become a client of Berilium Technologies, Inc. (“Berilium”). While it is anticipated that all the terms and conditions will be fully set forth in an Investment Management Agreement (the “IMA”), the Client and Berilium understand their current mutual intentions to be as follows:

1. Services. The Client shall appoint Berilium to exclusively manage the Client’s account (the “Account”) in accordance with an investment plan recommended by Berilium to Client based on objectives, risk tolerance, and other profile information for the Account provided by the Client (“Investment Profile”). The Client authorizes Berilium to supervise and direct the investment of assets in the Client’s Accounts, with full authority and discretion and in accordance with the Client’s Investment Profile. The Client acknowledges that any proposed portfolio allocations (the “Portfolio Proposal”) by Berilium are suggestions and not directed trades or exact representation of future investments.
2. Representation and Warranties. Berilium plans on becoming an SEC-registered investment adviser and obtain the required legal capacity to execute and perform their obligations under this LOI. The Client has the power and authority to enter into this Agreement, including the ability and intention to verify their status as Accredited Investor in due course.
3. Custody. Berilium intends to appoint a third-party reputable custodian for the custody of the Account assets.
4. Confidentiality. Except as required by law or requested by regulatory authorities, (a) Berilium agrees to maintain in strict confidence all of Client’s non-public personal and financial information that Client furnishes to Berilium, except for information that Client explicitly agrees to share publicly, and (b) Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Berilium. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from Berilium for any purpose other than managing their Account, including, but not limited to, developing a service that competes with Berilium. The Client and Berilium agree that the specific terms of this LOI is confidential information, but the existence of this LOI is not confidential information.
5. Effect of this LOI. This LOI is intended merely as an understanding of the relationship between the Client and Berilium. Nothing contained in this LOI or the Portfolio Proposal shall be construed to preclude other provisions from being included in the IMA, provided that such other provisions are consistent with this LOI. While the Client intends to proceed promptly to complete and sign the IMA when available, it is expressly understood that this LOI is non-binding, and no liability or obligation of any nature is intended to be created between the Client and Berilium, except as set forth in Section 4 (Confidentiality).
6. Terms. Unless noted below, the Client confirms that the Client understands and agrees to the terms and conditions described in the Portfolio Proposal.
7. Delivery. The Client understands that Berilium expects to start offering the services on or before July 1, 2023. If the delivery date appears to be slipping, Berilium will promptly notify the Client in writing.
8. Termination. This LOI may be terminated at any time, by either the Client or Berilium by informing the other party in writing. Upon any such termination, this LOI shall have no force or effect.