

INVESTMENT ADVISER AGREEMENT

1. Introduction

Youtu, Inc. agrees to provide investment advisory services in accordance with this Investment Adviser Agreement ("Agreement") to you ("you") through the website located at [Youland.com](https://www.Youland.com) (the "Investment Calculator"), which is hosted on the internet platform (the "Platform") owned and operated by Youland, Inc. By accessing and/or using the Investment Calculator, you agree to be bound by the terms of this Investment Adviser Agreement.

2. Advisory Services

Youtu, LLC, an investment adviser registered with the Securities and Exchange Commission, provides an Internet-based service that generates personalized recommendations relating to real estate investments in your portfolio, including target asset allocations and categories and/or classes of real estate investments for you to consider purchasing, all based on your Profile ("the Service"). Your "Profile" is created by Youtu, LLC using the information you provide to Youtu, LLC through your interactions with the Investment Calculator in respect of your investment goals, preferences, financial situation and other information required or requested by Youtu, LLC in order to provide its recommendations.

Youtu, LLC relies on the information submitted by you in constructing your Profile in order to generate its recommendations and advice and cannot be held responsible for any recommendations or advice based on false, inaccurate, or untruthful information. You acknowledge that if you provide false, inaccurate, or untruthful information to RM Adviser, the investment advice provided to you based on that information may therefore not be appropriate to your investment needs or objectives.

Youtu's provision of the Service is non-discretionary. Youtu, LLC does not and will not have custody over any of your assets and does not and will not have any authority to make any investment or purchase any securities on your behalf. Once a recommendation has been generated by the Investment Calculator, the choice of whether or not to implement a transaction based on any such recommendation and the method of making the investment (including the selection of specific investment opportunities, issuers, and brokers or other service providers) is in your sole and absolute discretion.

The Service is intended to help you make investment decisions and assist you in your investment planning, but it is not a substitute for your own informed judgment. You are responsible for your own investment decisions, and you may accept, reject or modify the portfolio and investment recommendations provided by Youtu, LLC.

3. Registration

To access features of the Investment Calculator you must have first registered with Youland, Inc. in accordance with the registration procedures on the Platform. As such, your relationship with Youtu, LLC will be governed by this Agreement together with the terms governing use of the Platform. These terms are available at <https://www.Youland.com/terms-service>.

4. Fees

Youtu, LLC does not currently charge any fee for the Service. You will be notified prior to any change in our fee structure. If you choose to invest in real-estate investments available through the Platform based on the recommendations provided by the Service, Youtu, LLC or its affiliates may receive fees, which will be described in the offering materials for each such investment.

5. Acknowledgement of Risks; Disclaimers

We do not and cannot guarantee the future performance of any investment recommended by Youtu, LLC. Without limiting the generality of the foregoing, this extends to recommendations or advice in connection with asset allocation, individual securities (whether debt, equity or any hybrid or other structure), rebalancing and generally any other recommendations or guidance offered by Youtu, LLC its employees, directors and/or any of its representatives via the Investment Calculator or any other mode of communication. You may lose some or all of any investment you make based on Youtu's recommendations.

Notwithstanding the foregoing or anything to the contrary in this Agreement, investment advice provided by Youtu, LLC is strictly limited to the recommendations generated online through the Investment Calculator. No other communications with Youtu, LLC, its affiliates, or any of their respective employees, directors and/or any of its representatives shall be construed as investment advice of any nature whatever and may not be relied upon by you as investment advice.

Forward-looking simulations, such as income projections, portfolio or asset class performance or volatility measures, result from running hypothetical market simulations and/or analysis of historical information. The projections or other information generated by Youtu, LLC regarding the appropriateness of investments or strategies are therefore hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Recommendations and other results are also dependent upon the information that you provide, and Youtu, LLC undertakes no responsibility to verify or confirm any such information. Results may vary with each use and over time.

We do not promise that any asset classes, investment types, or securities we recommend will be profitable. The prices and performance of securities, asset classes, and investment strategies recommended by Youtu, LLC may be volatile, and any investment made in reliance on the advice and recommendations we provide may lose value. Market movements are difficult to predict and are influenced by macro and micro-economic factors including, among other things, government trade, fiscal, monetary and exchange control programs and policies, changing supply and demand relationships, national and international political and economic events, changes in interest rates, occupancy rates, and the inherent volatility of the marketplace and real estate sector.

Advice and recommendations are based on a multitude of factors and information. Some of these factors include forecast information and certain forward-looking statements; others include historical and current information and market prices. A forecast is not a guarantee of the future performance of any particular security or investment portfolio. Past performance is not always an accurate predictor of the future, and reliance on historical and current data necessarily involves certain inherent limitations. You agree that we will not be liable for any action you take or decision you make in reliance on the information.

We use reasonable care, consistent with sound industry practice, in providing the Service. However, we do not guarantee that the Service or any content will be delivered to you uninterrupted, timely, secure, or error-free. Youtu, LLC is not a tax advisor and investors should obtain independent advice on the tax consequences of their investments. You acknowledge and agree that Youtu, LLC does not sponsor or manage any investment that may be recommended through the Service except as otherwise indicated in the offering materials for such investment, and has no responsibility for the management of any investment for which it does not provide management services.

6. Limitation of Liability; Indemnification

You agree to use the Service according to this Agreement and the Terms of Use (which governs access and use of the Platform). In no event will Youtu, LLC or its managers, members, partners, principals, advisors, officers, employees, owners and agents (“**Covered Persons**”) be liable to you (in damages or otherwise) in connection with or as a result of Youtu, LLC’s provision of or your use of the Service. In no case shall Youtu, LLC or its 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 from your use of the Investment Calculator, the Service, the Platform, or the internet, whether based on warranty, contract, tort or any other legal theory and whether or not Youtu, LLC or an affiliate has been advised of the possibility of such damages. The limitation on liability in this paragraph includes liability relating to (without limitation) the performance of any investment made by you based on any recommendation provided through the Service. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws.

You shall indemnify and hold harmless the Covered Persons against any and all liabilities, judgments, obligations, losses, damages, claims, actions, suits or other and reasonable costs, expenses and disbursements (including legal and accounting fees and expenses) of any kind and nature whatsoever (collectively, “**Covered Losses**”) that may be imposed on, incurred by, or asserted at any time against such Covered Person (whether or not indemnified against by other parties) in any way related to or arising out of this Agreement or the action or inaction of such Covered Person hereunder, except that no such Covered Person shall be entitled to indemnity for Covered Losses with respect to any matter as to which such Covered Person shall have been finally adjudicated in any such action, suit, or other proceeding, or otherwise by a court of competent jurisdiction, to have committed an act or omission involving his, her or its own willful misconduct, gross negligence, or reckless disregard of his, her or its obligations hereunder.

7. Jurisdiction

You agree that any action at law or in equity arising out of or relating to this Agreement or the Investment Calculator shall be filed only in the state or federal courts in and for Alameda County, California 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.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict or choice of law provisions of such state, provided that nothing in this

Agreement shall be construed in any manner inconsistent with the Investment Advisers Act of 1940, as amended ("Advisers Act"), and any rule or order of the Securities and Exchange Commission under the Advisers Act.

9. 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.

10. Survival

Sections 5, 6, 7, 8, and 14 will survive any termination of this Agreement or, if applicable, your account, whether by you or Youtu, LLC.

11. Assignment

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, and any such attempted assignment will be void and of no effect.

12. Term

The term of this Agreement begins when you accept this Agreement and continues until such time as you terminate your registration on the Platform. You may at any time terminate your registration by providing notice of termination and account closure to Youtu, LLC at info@Youland.com.

13. Modification

Youtu, LLC reserves the right, at our discretion, to change, modify, add, or remove portions of this Agreement at any time without notice to you; provided that Youtu, LLC will provide at least 14 days' notice of any changes to its fees. Except with respect of fees or as otherwise specified in such changes, all changes to this Agreement shall be effective immediately. In the event of a material change, we will notify you via e-mail according to your account preferences. Please check this Agreement, which will be available to you at any time at www.Youland.com/adviser/agreement, periodically for changes. Your continued use of the Service after the posting of changes constitutes your binding acceptance of such changes.

14. Entire Agreement

This Agreement and the Terms of Use constitute the entire agreement between you and us concerning the use of the Investment Calculator and the Service.

15. Communication

We will contact you at the e-mail address you provide. By providing your e-mail address, you agree that you will accept all electronic communications from us at your e-mail address and will not make any claims against us if you do not receive any communications we send to your e-mail address. You agree to notify us promptly if your e-mail address changes.

We may monitor or keep records of your communications with us in order to monitor the quality of the Service. You agree that we may record any telephone conversations between you and us.

16. Privacy

Any information that you submit in connection with use of the Investment Calculator or the Service will be subject to and governed by Youtu's privacy policy, which is available on the Platform at <https://www.Youland.com/privacy-policy>.

17. Disclosure Document

You acknowledge and agree that Youtu, LLC has, through the Platform, provided you the "Brochure" required by Part 2A of Form ADV.

You acknowledge that a copy of Part II of Youtu's Form ADV ("Disclosure Document") is also available at www.sec.gov.

18. Electronic Consent.

You acknowledge and agree that, as a part of your registration with the Platform, you have agreed to, and that your execution of this Agreement is governed by, the Platform's Terms of Service, including the Consent to Electronic Transactions and Disclosures contained therein. As such, when you click "I Agree," "I Consent" or other similarly worded button or entry field indicating your consent to this Agreement with a mouse, keystroke or other device, your consent to this Agreement is legally binding and enforceable against you and is the legal equivalent of a handwritten signature on this Agreement.