altruist

Altruist LLC Model Marketplace Agreement

Altruist LLC
v20261015

This Model Marketplace Agreement ("***Agreement***") is made as of the Effective Date set forth below by and between Altruist LLC ("***Altruist***") and the registered investment adviser firm executing this Agreement ("***Advisor***"), each a "***Party***" and together, the "***Parties***." This Agreement shall become effective as of the date Altruist accepts the Agreement, which may be reflected on internal documents maintained by Altruist (the "***Effective Date***").

Altruist has developed the Platform (as defined below) for use by independent investment advisers. The Platform is a proprietary automated investment management platform to assist independent investment advisers when managing their client portfolios of exchange traded funds, publicly traded equities, fixed income securities, closed end funds and mutual funds (collectively "***Investments***") through the use of model portfolios. In connection with the Platform, Altruist provides each Advisor with technology and related trading and account management services, including access to model portfolios.

In addition to the Platform, Altruist's affiliates provide certain additional services to independent investment advisers and their clients under separate agreements, including a portfolio accounting software agreement between Altruist Corp and each independent investment adviser, and a customer agreement for brokerage services between Altruist Financial LLC, an SEC-registered broker dealer, and each independent investment adviser client.

Advisor's use of the Platform and the Services (as defined below) shall be subject to the provisions of this Agreement and various disclosures and online agreements provided as part of the Platform.

1. Certain Definitions

Capitalized terms used in this Agreement or any Appendix shall have the meanings given to them in this Agreement, including the Appendices, or in the Brochure, unless otherwise specified.

1.1. "***Accounts***" shall mean brokerage accounts of Clients maintained by Participating Broker-Dealers in respect of the Platform.

1.2. "***Advisers Act***" shall mean the Investment Advisers Act of 1940, as amended from time to time.

1.3. "***Advisor Content***" shall mean any trademarks, other branding and content furnished by Advisor to Altruist for online display to Clients in connection with the Platform via the Services.

1.4. "***Advisor Content***" shall mean any trademarks, other branding and content furnished by Advi"Advisor Dashboard" shall mean the website through which Advisor configures and maintains its customized elements of the Platform (such as submission of Advisor Content and construction of portfolios), as further described in Appendix B (Services).or to Altruist for online display to Clients in connection with the Platform via the Services.

1.5. "***Altruist***" shall mean Altruist, an investment adviser registered under the Advisers Act, and its affiliates.

1.6. "***Applicable Law***" shall mean all foreign, federal, state and local laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act of 1974, and rules and regulations applicable to the Party, including those of any self-regulatory organization of which the Party is a member, as such laws, rules and regulations may be amended from time to time.

1.7. "***Automated Investment Engine***" shall mean Altruist's proprietary system that, among other things, generates trade orders for the Platform.

1.8. "***Brochure***" shall mean Altruist's Form ADV Part 2A disclosure brochure, as Altruist may amend from time to time.

1.9. "***Broker-Dealer Agreement***" shall mean the brokerage account application and customer agreement and related documents in the forms prescribed by a Participating Broker-Dealer and completed by each Client.

1.10. "***Clients***" shall mean all advisory clients of Advisor utilizing the Platform.

1.11. "***Client Dashboard***" shall mean the website, mobile or similar app made available by Altruist (including any private label version hosted or made available by the Advisor) to Clients, as further described in Appendix B (Services).

1.12. "***Confidential Information***" shall mean the terms of this Agreement, including the Appendices and materials referred to therein, and, with respect to a Party, all information or material which: (i) gives that Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that Party; (ii) which from all the relevant circumstances should reasonably be assumed to be confidential and proprietary; or (iii) which constitutes personally identifiable, non-public customer or client information. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Confidential Information includes, but is not limited to, the existence and terms of the Services. Neither Party shall have any obligation with respect to confidential information which: (a) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; (b) was previously known to the receiving Party or rightly received by the receiving Party from a third party; (c) is independently developed by the receiving Party; or (d) subject to disclosure under court order or other lawful process.

1.13. "***Documentation***" shall mean the then current documentation made available by Altruist generally to Advisors for use of the Software.

1.14. "***Intellectual Property***" shall mean all inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent, copyright, moral right, mask work, trademark, trade secret, or other laws, including without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, artwork, software, programming, applets, scripts, and designs.

1.15. "***Participating Broker-Dealer(s)***" shall mean one or more broker-dealer(s) registered with the SEC under the Securities Exchange Act of 1934 that Altruist has chosen, and with whom Altruist has made arrangement to participate in the Platform, with or without the instruction of the Advisor, to place trade orders and provide execution, custodial and recordkeeping services to Platform Accounts. Since approximately April 24, 2023, Altruist Financial LLC has been responsible for the carrying, clearing, custody and bookkeeping of transactions in the Accounts.

1.16. "***Platform***" shall mean Altruist's investment platform, as more fully described herein.

1.17. "***Questionnaire***" shall mean the investor profile questionnaire answered by Clients through the Platform, as further described in Appendix A (The Platform).

1.18. "***SEC***" shall mean the U.S. Securities and Exchange Commission.

1.19. "***Services***" shall mean certain professional services and hosted application services, including through the use of any Software, provided by Altruist and/or its affiliates or third party vendors under this Agreement, as further described herein.

1.20. "***Software***" shall mean the object code version of any software Altruist and/or its affiliates or third party vendors may make available to Advisor for use in connection with the Services, as further described herein.

1.21. "***Software Subscription Agreement***" means the portfolio accounting software license agreement or similar agreement, which may be a click-through agreement, which the Advisor may agree to from time to time in connection with the Platform.

1.22. "***Security***" shall mean any mutual fund, exchange-traded fund, stock, bond (including municipal bond) or other registered security.

2. The Platform

2.1. **Platform Description.** The Platform is an automated web-based investment management platform consisting of various portfolios of Investments or models, in each case made available as determined by Altruist and subject to the ability of Advisor and Clients in consultation with Advisor to impose reasonable restrictions, held in an Account ("**Model Portfolios**" and each a "**Model Portfolio**"). Advisor shall attest that Advisor is granted discretionary authority by Clients. The Platform is not provided on an exclusive basis to the Advisor or its Clients, and Advisor acknowledges that Altruist provides substantially similar services to other parties and clients. The Platform shall have the features and specifications set forth below and in Appendix A (The Platform), including but not limited to the Questionnaire and Automated Investment Engine.

No Model Portfolio is personalized or in any way tailored to reflect the personal financial circumstances or investment objectives of any Client. Advisor agrees that Altruist will not act as a fiduciary to any Client, investment Advisor to any Client for purposes of the Advisors Act, or a "fiduciary" or "investment manager" to any Client, as those terms are used in Section 4975 of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974, and Advisor agrees that it will not make any representation to the contrary. Advisor will have sole responsibility for determining the appropriateness, diversification or suitability of the Platform and any particular model, portfolio, or Model Portfolio for each Client. Altruist gives no warranty as to the performance or profitability of the Model Portfolios or any part thereof, or any guarantee that any investment objectives will be achieved. Advisor has sole responsibility for the acceptance, rejection or implementation of Portfolios provided by Altruist.

The parties acknowledge and agree that (i) only the Advisor will exercise "investment discretion" over Client Accounts for purposes of Section 13(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); and (ii) the Advisor will be solely responsible for filing any required reports with the SEC pursuant to Section 13(f) and the rules and regulations thereunder.

Advisor acknowledges that, depending on the circumstances, including the timing and dissemination of Model Portfolios or related changes, Altruist may disseminate Model Portfolios or related changes, or execute transactions for accounts for which Altruist has discretionary or trading authority, before disseminating Model Portfolios or related changes to Advisor. Advisor acknowledges and agrees that (i) the recommendations implicit in the Model Portfolios provided to Advisor may reflect recommendations being made by Altruist contemporaneously to, or investment advisory decisions made contemporaneously for, other clients of Altruist; (ii) Altruist may have already commenced trading before Advisor has received or had the opportunity to evaluate or act on Altruist's Model Portfolio or related changes; (iii) transactions ultimately placed by Advisor for its clients may be subject to price movements, particularly with large orders relative to the given security's trading volume, that may result in Advisor's clients receiving prices that are less favorable than the prices obtained by Altruist's other clients; and (iv) while Altruist takes reasonable steps to minimize the market impact caused by transactions for accounts over which Altruist has investment or trading authority, because Altruist does not control Advisor's execution of transactions for Advisor's Clients, Altruist cannot control the market impact of such transactions to the same extent that it would for accounts over which Altruist has investment or trading authority.

2.2. **Advisor's Role.**

(a) Advisor's Dashboard. Advisor hereby adopts the Platform, including the features described in Appendix A (The Platform), and agrees that such Services are rendered by Altruist as Advisor's agent. Advisor shall customize the Platform interface made available to its Clients by providing its Advisor Content for display to Clients on the Client Dashboard. Altruist may customize other aspects and include additional features of the Platform as made available at its sole discretion.

(b) Relationship with Clients. Advisor shall be primarily responsible to Clients with respect to Client's Dashboard. Advisor will act as each of its Client's investment adviser and primary point of contact with respect to Client's Dashboard. Advisor shall have an advisor-client relationship with each of its Clients that is governed by an investment advisory agreement as required by Section 6.1 of this Agreement. Authority for exercising and processing proxy votes and similar actions with respect to Investments in Platform Accounts shall be as agreed

between the Advisor and each of its Clients. In no event shall Altruist be responsible for exercising or advising as to decisions related to proxies or any legal proceedings, including bankruptcies or class actions, involving Securities or other property included or previously included in the Accounts or the issuers of such Securities or other property. In addition, the Advisor shall be responsible for all aspects of Client onboarding, including all know your customer and anti-money laundering requirements and shall, in applicable circumstances, review Client formation and governing documents to determine which individuals possess the requisite authority to act on behalf of a Client (e.g., trustees for a trust) and who should, therefore, have access to the Client Dashboard.

Before providing advice regarding an Investment to a Client, Advisor will: (A) review relevant information about the Client and the Investment sufficient to understand the Client's investment objectives and the nature of the Investment, including the Client's responses to the Questionnaire; and (B) reasonably believe that the recommendation is in the Client's best interest in light of the Client's profile, the Client's portfolio as managed by Advisor and Advisor's firm and the potential: (i) risks; (ii) rewards; and (iii) costs associated with the Investment.

(c) Suitability. Advisor shall, among other responsibilities:

(i) determine the initial and ongoing appropriateness and suitability of Platform for the Client;

(ii) determine the initial and ongoing suitability of any Model Portfolio(s) selected for the Client and any modification or replacement of the selected Model Portfolio(s);

(iii) determine the appropriateness for each applicable Account, and of any suspension and resumption by it of trading; and

(iv) monitor the ongoing performance of Platform and the selected Model Portfolio relative to the Client's investment objectives, financial situation and risk tolerance.

(d) Portfolio Implementation.

(i) In order to implement Advisor's investment advice with respect to Clients and Client Accounts, including Advisor's selection of Model Portfolios or custom models or portfolios for Client Accounts, Altruist (as agent of Advisor) generally has exclusive authority to buy, sell (including short sales), trade, exchange, convert, spread, hold, or otherwise effect transactions for and with respect to Investments, all at such times, in such amounts, and at such prices as Advisor or Altruist, in its sole and absolute discretion, may determine.

(ii) Advisor shall appoint Altruist as Advisor's attorney-in-fact to negotiate, execute, deliver, and enter into such brokerage, give-up, exchange-for-physical, and such other agreements, instruments, and authorizations on behalf of the Clients on such terms and conditions as Altruist, acting in its sole and absolute discretion, deems necessary or appropriate.

(e) Client Directed Activity. Advisor can enable the Client's ability to adjust risk tolerance, move money and direct security settings on the Platform, with respect to which Advisor will provide advice.

Advisor agrees that Altruist will not be responsible to any Client for, without limitation, elements of Client's Dashboard that are customized by the Advisor, Advisor's selection of and advice regarding any Model Portfolio, and Advisor's suspension or resumption of trading. Advisor shall not represent or imply anything contrary to the foregoing to any Client or other third party.

2.3. **Altruist Roles.**

(a) Altruist as Platform Provider. Altruist will provide the Platform, and will provide administration and related services for the Platform. Altruist will perform the following duties:

(i) Reflecting the Advisor's configuration of the Platform on the Client Dashboard;

(ii) Operating the Platform to (a) implement the Advisor's selections, modifications and replacements of Model Portfolios for the Accounts, and (b) perform the automatic rebalancing for the Accounts in accordance with instructions provided by the Advisor via the Platform; and

(iii) Carrying out the trade order management process via Participating Broker-Dealers.

Advisor agrees that Advisor is the primary investment adviser and point of contact for Clients, but that Altruist may contact Clients for any reason relating to the operation of the Platform or as required by Applicable Law.

(b) Altruist as Agent of Advisor. Altruist will act as the limited agent of Advisor for the purposes of implementing the Platform as follows, consistent with the specifications in Appendix A:

(i) reflect Advisor's configuration of the Client Dashboard;

(ii) implement any Questionnaire currently in use;

(iii) operate the Automated Investment Engine to engage in trading (including automatic rebalancing and, if applicable, tax-loss harvesting) for the Accounts;

(iv) and carry out the trade order management process.

(c) Participating Broker-Dealers. Participating Broker-Dealers, as agents to Clients, will be responsible for (i) serving as broker-dealers and qualified custodians of Accounts and providing trade execution, custody and related services; (ii) delivering to Clients written confirmations (or, if available and selected by the Client, periodic reports in lieu of immediate confirmations) of trades executed or settled through such Participating Broker-Dealers; (iii) delivering to Clients Account statements, which will include all transactions made on behalf of the given Account, all contributions and withdrawals made to or from the Account and the value of the Account at the beginning and end of the period; and (iv) administering any sweep arrangement through which free credit balances and cash allocations in Accounts will be invested or deposited.

2.4. **Rule 3a-4 Safe Harbor.** The Parties intend that the services provided through the Platform come within the safe harbor from the definition of "investment company" provided by Rule 3a-4 under the Investment Company Act of 1940, as amended, or otherwise be operated so that the services do not involve the operation of an investment company under such Act. For each Client, Advisor will: (i) at the opening of each Account, obtain information from the Client regarding the Client's financial situation and investment objectives and give the Client the opportunity to impose reasonable restrictions on the management of the Account; (ii) determine that the Platform and any Model Portfolio selected or recommended by Advisor for the Client is suitable for the Client on the basis of the client's financial situation and investment objectives; (iii) manage each Client Account on the basis of the client's financial situation and investment objectives and in accordance with any reasonable restrictions imposed by the client on the management of the account; (iii) be knowledgeable about each Client's Account and reasonably available to the Client for consultation; (iv) monitor each Client's financial situation and investment objectives for changes and advise the Client about the effect of any change on the continuing suitability of the Platform and the Model Portfolio selected for the Account; (v) at least quarterly, notify the Client in writing to contact Advisor, and at least annually contact the Client to determine, in either case, if there have been any changes to the Client's financial situation or investment objectives, or the Client wishes to impose or modify reasonable restrictions on the management of the Client's Account, together with the manner in which the Client may contact the Advisor in such connection; and (vi) not engage in any act or omission that would interfere with the Client retaining, with respect to all securities and funds in the Client Account, to the same extent as if the client held the securities and funds outside the Platform, the right to withdraw securities or cash, vote securities, or delegate the authority to vote securities to another person, be provided in a timely manner with a written confirmation or other notification of each securities transaction, and all other documents required by law to be provided to security holders, and proceed directly as a security holder against the issuer of any security in the Client Account (and not be obligated to join any other person as a condition precedent to initiating such proceeding). Advisor will maintain in its files, and provide to Altruist upon request, documentation of Advisor's performance of the foregoing obligations.

2.5. **Accounts**

(a) **Broker-Dealer Agreement**. Clients will enter into a Broker-Dealer Agreement with Altruist Financial LLC. Pursuant to the Broker-Dealer Agreement, Participating Broker-Dealers will render brokerage, custody, and related services to Accounts. Participating Broker-Dealers' obligations with respect to its services to any Client will not take effect with respect to any Account until such Participating Broker-Dealer has received and accepted a Broker-Dealer Agreement and such Participating Broker-Dealer or Altruist has received and accepted any other documents that it or they, in its or their sole discretion, may require. Clients will authorize Participating Broker-Dealers as provided in paragraph (b) of this Section 2.5. This Section 2.5 is not intended as a complete summary of any Broker-Dealer Agreement and does not replace or supersede its terms.

(b) **Account Authorizations**. In the Broker-Dealer Agreement, the Client will authorize a Participating Broker-Dealer to, among other things:

(i) provide Advisor and Altruist with access to Account information; act on the instructions of Altruist or Advisor to (A) implement automatic rebalancing and trading and, if applicable, tax-loss harvesting, and (B) suspend or resume trading in the Client's Account in the event that Altruist reasonably believes that the Automated Investment Engine may not function as intended or pursuant to some other authorized suspension;

(ii) send communications to such combination of Altruist, Advisor and/or the Client, as instructed by the Client consistent with any Platform limitations and Applicable Law;

(iii) act on Altruist's instructions with respect to the payment of fees described in Section 5 below; and

(iv) act on Advisor's instructions with respect to payment of Advisor's fees.

The Participating Broker-Dealer will be responsible to (subject to its right to accept or reject any order) act on the trading instructions of Altruist (as agent of Advisor) or the Advisor, with respect to trading in the Client's Account including selecting, modifying or replacing the Model Portfolio for the Client's Account.

Trading instructions implementing Advisor's investment discretion, if any, over the Account shall be communicated to a Participating Broker-Dealer by Altruist, as Advisor's agent, via the Automated Investment Engine and the Platform.

(c) **Termination of Authorizations**. Neither Altruist nor a Participating Broker-Dealer shall be required to follow Advisor's instructions with respect to any and all Accounts if either Party terminates this Agreement. In addition, neither Altruist nor a Participating Broker-Dealer shall be required to follow instructions with respect to a particular Account after (a) the Client terminates the Broker-Dealer Agreement, or (b) the Client or Advisor notifies Altruist that the agreement between Advisor and the Client has been terminated or Advisor's authority over the Account has been revoked. Advisor will promptly notify Altruist if its agreement with a Client has been terminated or its authority over Account has been revoked by emailing compliance@altruist.com. Advisor acknowledges and agrees that upon termination of its authority over an Account (regardless from which of the foregoing the termination results), Advisor's access to the Account and the automatic rebalancing and trading of the Account will cease, and the Client will be required to direct a Participating Broker-Dealer to either (x) sell the Securities and other assets in the Account and send the proceeds to the Client, or (y) transfer the assets in the Account to another account at a Participating Broker-Dealer or another broker-dealer or custodian. If the Client fails to do that in a timely manner, the Client's assets may be liquidated by a Participating Broker-Dealer and a check for the proceeds sent to the Client. The Account will then be closed.

2.6. **Advisor's Clients Not Parties or Third Party Beneficiaries.** Notwithstanding Advisor's use of the Platform and the Services to serve its Clients, Clients are not parties to this Agreement or third party beneficiaries of any obligation of Altruist or any right of Advisor hereunder. Clients shall not have any cause of action or any other rights or remedies hereunder. All obligations and rights under this Agreement are personal to Advisor.

3. SERVICES

3.1. **Description of Services**. In connection with Advisor's use of the Platform, Altruist will provide the Services set forth in Appendix B (Services). The Platform includes certain professional services and hosted application services, including the Software and content provided by third party vendors.

3.2. **Grant of Limited License**. Altruist hereby grants to Advisor, upon the terms and subject to the conditions set forth in this Agreement, a limited, nontransferable, nonexclusive license to access and use all of Altruist's right, title and interest in the Services solely in connection with Advisor's use of the Platform to manage Client Accounts as provided for in this Agreement. The term of the license shall be the Term of this Agreement, unless a different term is set forth in Appendix B (Services) with regard to all or any part of the Services. Advisor shall only use the Services in the form provided by Altruist and solely as provided in this Agreement. Advisor shall not rent, sell, assign, lease, sublicense, or otherwise transfer or encumber the Services or otherwise seek to use or commercially exploit the Services. Except for the limited license granted herein, Altruist, its affiliates and their licensors retain all right, title and interest in the Platform and Services, all copies thereof, and all proprietary rights in the Platform and Services, including copyrights, patents, trademarks and trade secret rights.

3.3. **Software**. Subject to the terms of this Agreement, Altruist hereby grants to Advisor a limited, nontransferable, nonexclusive license to use the Software (to the extent provided by Altruist to Advisor) for Advisor's internal use solely in connection with the Services and in accordance with the Documentation. The term of the license shall be the Term of this Agreement, unless a different term is set forth in Appendix B (Services) with regard to all or any item of Software. Advisor shall not derive or attempt to derive the source code, source files, or structure of all or any portion of the Software by reverse engineering, disassembly, decompilation, or any other means. The Software is licensed, not sold. This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). Altruist and its affiliates reserve the right to upgrade, enhance, change or modify the Software at any time in its sole discretion ("***Enhancements***"). Any Enhancements made available to Advisor, if any, will be subject to the terms of this Agreement and deemed part of the "Software." Unless expressly provided otherwise in Appendix B (Services), all Software will be hosted as part of the Services and no copy of the Software will be delivered to Advisor for installation on its systems. With respect to any Software that will be delivered to Advisor for installation on its systems, Advisor (i) shall not copy or distribute the Software except to the extent copying is necessary to use the Software for purposes set forth herein; (ii) may make a single copy of the Software for backup and archival purposes, which copy Advisor will undertake best efforts to delete upon termination of this Agreement unless prohibited by Applicable Law; and (iii) may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software or, except as provided in this Agreement, otherwise seek to use or commercially exploit the Software. Advisor shall not use any Altruist Confidential Information to contest the validity of any of its Intellectual Property or that of its licensors. Any such use of Altruist's or its licensors' Intellectual Property will constitute a material, non-curable breach of this Agreement. For the avoidance of doubt, in the event of any conflict between the terms of this Agreement and the terms of any Master Software License Agreement, the more restrictive terms shall control.

3.4. **Proprietary Rights**. Advisor acknowledges that the Platform and all Services are protected by Intellectual Property rights, as applicable, of Altruist and its affiliates, vendors and licensors, and that Advisor has no rights to transfer or reproduce any part of the Platform or the Services or any Software provided therewith or prepare any derivative works with respect to, or disclose Confidential Information pertaining to, the Platform, any Services, or any part thereof. Under no circumstances shall Advisor be deemed to receive title to any portion of the Platform or any Services, title to which at all times shall vest exclusively, as applicable, in Altruist and its vendors/licensors. Advisor shall preserve all Services from any liens, encumbrances, and claims of any individual or entity. Advisor shall not make or permit any alterations to the Platform or any Services or remove any proprietary notices (e.g., copyright and trademark notices) from the Platform or any Services.

3.5. **Division of Responsibilities Relating to Services**. In providing the Services, the Parties agree that Altruist will undertake only the tasks specifically ascribed to it in Appendix B (Services). All other functions, whether described in Appendix B or otherwise, shall be Advisor's sole responsibility. To the extent that there is any doubt as to which party shall be responsible for performing a specific task or function, those tasks and functions shall be deemed to be the sole responsibility of Advisor. Advisor certifies that it has performed its Client suitability obligations as described in Section 2.2.(c).

3.6. **Support and Maintenance**. Altruist will provide Advisor with reasonable support, as provided for in Appendix B (Services), relating to the Services during its then current support hours. Altruist shall not be responsible for providing support services for items of software that it does not provide under this Agreement or for any hardware or for failure to use the Services or Software as expressly authorized in this Agreement.

3.7. **Alpha and Beta Products**. Altruist may designate certain new functionality or services to be made available in connection with the Services or Software as "Alpha Products" or "Beta Products." Such Alpha Products and Beta Products may not be ready for use in a production environment. Because they will be at an early stage of development, operation and use of the Alpha Products and Beta Products may be unpredictable and lead to erroneous results. Advisor acknowledges and agrees that: (i) the Alpha Products and Beta Products will be experimental and will not have been fully tested; (ii) the Alpha Products and Beta Products may not meet Advisor's requirements; (iii) the use or operation of the Alpha Products and Beta Products may not be uninterrupted or error free; (iv) Advisor's use of the Alpha Products and Beta Products will be for purposes of evaluating and testing the new functionality and services and providing feedback to Altruist; and (v) Advisor shall inform its employees, staff members, and other users regarding the nature of the Alpha Products and Beta Products. Advisor's use of the Alpha Products and Beta Products shall be subject to all of the terms and conditions set forth herein relating to the Services and the Software. Advisor shall promptly report any errors, defects, or other deficiencies in the Alpha Products and Beta Products to Altruist. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL ALPHA PRODUCTS AND BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS-AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Advisor hereby waives any and all claims, now known or later discovered, that Advisor may have against Altruist and its affiliates, vendors, suppliers and licensors arising out of Advisor's use of the Alpha Products and Beta Products.

3.8. **Feedback**. Advisor understands that Altruist continues to refine the Platform and Altruist enters this Agreement on the condition that Advisor will cooperate with Altruist so that Altruist can learn more about performance of the Platform. Advisor will use reasonable efforts to promptly report to Altruist any problems arising out of its use of the Platform, the Services or the Software, and to provide to Altruist comments, suggestions and other feedback regarding the performance, features, or other aspects of the Platform, the Services and the Software ("***Feedback***") upon Altruist's request. Advisor agrees that any Feedback it shares with Altruist will be deemed to be non-proprietary, and Advisor agrees that (a) Feedback is not confidential or proprietary information of any third party and Advisor has all necessary rights to disclose Feedback to Altruist; (b) Altruist may irrevocably freely use, reproduce, use and commercially exploit Feedback for any purpose without obligation of any kind; and (c) Advisor is not entitled to receive any compensation or reimbursement of any kind from Altruist in relation to such Feedback. If, notwithstanding the forgoing, Feedback is deemed proprietary to Advisor, Advisor hereby grants Altruist an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Altruist's current and future business, including the enhancement of the Platform, the Services and the Software.

3.9. **List of Authorized Persons**. Advisor will maintain a written list of its principals, officers, employees, and agents who are authorized to access or use the Services and to give Altruist instructions ("***Authorized Persons***") under this Agreement (such list shall further detail which individuals have access to the Advisor Dashboard), and shall promptly provide the list and any updates to it to Altruist on such form as Altruist may prescribe. Each Authorized Person designated by Advisor shall have assigned User Credentials (as defined below) for the Advisor Dashboard. Altruist will establish individual user names and sign-on passwords ("***User Credentials***") for each Authorized Person for the Advisor Dashboard. Advisor shall assure that each Authorized Person's User Credentials are used solely by that Authorized Person and not by any other person representing Advisor. Neither Advisor nor any Authorized Person will impersonate any other person or entity by using a false or misleading user name or otherwise attempting to use the Services in an anonymous manner. Advisor will also take appropriate steps to maintain, and ensure that its Authorized Persons maintain, User Credentials in strict confidence and will not share such User Credentials with any third party. Advisor shall be solely responsible for all use of the Services made with its Authorized Persons' User Credentials and the compliance by its Authorized Persons with this Agreement. Advisor agrees to immediately notify Altruist if it becomes aware of any loss or theft of any of its Authorized Persons' User Credentials or becomes aware of any unauthorized use or acquisition of its access to the Services.

3.10. **Equipment; Telecommunications**. Advisor will be responsible for obtaining and maintaining the computer and related equipment and configuration for use in conjunction with the Services. Altruist will not be liable for any damages caused by Advisor's use of equipment or its configuration that is not compatible with the Services. Advisor shall be solely

responsible for connection of Advisor's systems to a telecommunications service that provides Internet access for purposes of Advisor's access and use of the Services.

3.11. **Suspension of Services and Removal of Content**. Altruist may, in its sole discretion, suspend Advisor's access to the Services, suspend trading in Accounts (including without limitation automatic rebalancing), and reject or remove from the Client Dashboard any Advisor Content: (i) to prevent damages to, or degradation of, the Services or the Software; (ii) to comply with Applicable Law, including any law, regulation, court order, or other governmental request; (iii) to otherwise protect Altruist from potential legal liability or reputational risk to its business; or (iv) if any Platform Fees are past due (as provided in Appendix C (Fees)). Altruist shall use reasonable efforts to provide Advisor with notice prior to or promptly following any suspension of the Services or removal of any Advisor Content. Altruist will restore access to the Services as soon as practicable after the event giving rise to suspension has been resolved.

3.12. **Third Party Service Providers.**

(a) In General. Altruist may use third party service providers (whether affiliated with or independent of Altruist) to assist in providing certain Services or otherwise in connection with the Platform (including, without limitation, in connection with aggregating, analyzing and transferring financial data or linking Client bank accounts, subject to the authority granted to Altruist by Advisor) with or without notice to Advisor (each, a "Third Party Service Provider"). Altruist may also change Third Party Service Providers at any time, without notice, or may itself provide a Service. Advisor consents and authorizes Altruist to delegate the authorizations and instructions provided to Altruist to its Third Party Service Providers, as Altruist deems necessary or desirable to provide the Services. Advisor agrees that the terms and conditions of this Agreement inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of this Agreement, with the ability to directly enforce this Agreement. Advisor also agrees that all references to "Altruist" within this Agreement and any incorporated terms are also deemed to include, where applicable, Altruist's relevant affiliates and agents, such as the Third Party Service Providers. Certain Third Party Service Providers may require acceptance of additional terms and conditions. Any additional terms and conditions will be presented to Advisor when accessing the relevant Third Party Service Provider's services or content. If Advisor does not agree to be bound by those additional terms and conditions, Advisor may not use the associated Third Party Service Provider's services or content, and unless Altruist agrees to unbundle that Third Party Service Provider's services or content from the Services (which there can be no assurance it will), then either Party may terminate this Agreement.

(b) Financial Market Information; Research; No Warranty. Altruist (through Third Party Service Providers) may make available through the Services certain financial market data, quotes, news, whitepapers, research, or other financial information (collectively, "Information") that has been independently obtained by certain financial market information services, financial publishers, various securities markets including stock exchanges and their affiliates, investment bankers and other independent or affiliated information providers (collectively, the "Information Providers ") or has been obtained by Altruist. Altruist does not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Information made available through Altruist or the Information Providers. Advisor agrees that neither Altruist nor the Information Providers shall be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the Information, or for any decision made or action taken by Advisor relying upon the Information. Advisor further agrees that neither Altruist nor the Information Providers will be liable in any way for the interruption of any data, Information or other aspect of the Services. Advisor understands that none of the Information available through the Services constitutes a recommendation or solicitation to purchase or sell any particular Security.

Information transmitted to Advisor via the Services is owned by Information Providers or by Altruist. The Information is protected by copyright and other intellectual property laws. The Information is provided solely for Advisor's use, and may not be copied, retransmitted, sold or distributed in any way by Advisor.

THE INFORMATION IS PROVIDED WITHOUT WARRANTIES OF ANY KIND AND ALTRUIST AND THE INFORMATION PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR

PURPOSE (INCLUDING BUT NOT LIMITED TO INFORMATION ACCESS). ADVISOR HEREBY WAIVES ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT ADVISOR MAY HAVE AGAINST ALTRUIST OR THE INFORMATION PROVIDERS ARISING OUT OF THE INFORMATION.

Advisor agrees that any controversy which may arise between Advisor and any Information Provider and any of their officers, directors, affiliates and employees and licensors, shall be resolved in arbitration in accordance with the terms and conditions of the arbitration provisions of this Agreement, as amended from time to time.

(c) Third Party Terms and Conditions. In addition to any Third Party Service Provider terms and conditions that may be presented during use of the Services, Advisor acknowledges that Altruist may notify Advisor of additional Third Party Service Provider terms and conditions, including by posting them to a website as Altruist may specify in advance written notice to Advisor (the "Third Party Terms and Conditions"). Advisor agrees to be bound by all such terms in its use of the Services, services provided by Third Party Service Providers, and Information provided by Information Providers. Altruist reserves the right, without prior notice, to modify, delete, and add to the Third Party Terms and Conditions from time-to-time and Advisor agrees to periodically visit the site designated by Altruist and review the Third Party Terms and Conditions for any such changes. Advisor's continued use of the Services shall constitute its acceptance of and agreement to be bound by any such modifications, deletions, and additions to the Third Party Terms and Conditions. In the event Advisor is unwilling to be bound by any or all of the Third Party Terms and Conditions, Advisor must immediately notify Altruist in writing and cease use of all applicable Services.

4. Advisor Content, Use of Altruist Marks, Linking, etc.

4.1. **Advisor Content**. Advisor grants Altruist a non-exclusive, royalty-free license to use Advisor Content as contemplated hereunder. Advisor is solely responsible for obtaining all rights, licenses, and permissions necessary to grant the foregoing license. Advisor shall not submit to Altruist any Advisor Content that is or includes defamatory, harassing, abusive or threatening statements or material; statements or materials that contain vulgar, obscene, profane, bigoted, hateful, racially offensive, or otherwise objectionable language or images; unauthorized copyrighted material or any other material that infringes on the Intellectual Property rights or privacy rights of any third party; statements or materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any Applicable Law; statements that constitute anti-competitive collaboration or antitrust violations; files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; and any other statements or materials that Altruist, in its sole discretion, may deem inappropriate. Advisor shall promptly report to Altruist any errors in Advisor Content. Altruist may immediately remove, without notice, any Advisor Content that violates the requirements of this Section.

4.2. **Communications**. During the Term and at all times after the termination of this Agreement, without Altruist's prior written consent or except as may be expressly permitted in the then current Platform Brand Use Guidelines (as defined below), if any, as Altruist may, in its discretion promulgate from time to time:

(a) Advisor shall not make any media release or other public announcement disparaging Altruist or the Platform; and

(b) Advisor shall acquire no right to use, and shall not use the terms or existence of this Agreement or reference to it, or Intellectual Property of Altruist, its affiliated companies, employees, directors, shareholders, assigns, successors or licensees: (i) to express or to imply any endorsement or recommendation of Advisor or Advisor's services; or (ii) in any manner other than expressly in accordance with this Agreement; provided, however, that Advisor may: (i) make a general public announcement or media release noting it is using the Platform and/or services of Altruist, with the limitation that the specifics of this Agreement shall not be referenced; (ii) inform Clients of the Platform, the Services and its relationship with Altruist as contemplated by Section 6.2 of this Agreement; (iii) and to the extent Advisor's legal or regulatory obligations require such disclosure and such disclosures accurately and truthfully describe the Platform, the Services and Advisor's relationship with Altruist.

Each Party may use the other Parties name, trademarks, and logos in identifying the Party in Altruist's client listings, websites, and other promotional materials subject to the provisions in Section 4.3.

4.3. **Platform Brand Use Guidelines**. Altruist and its affiliates may in their sole and exclusive discretion establish and, from time to time, revise guidelines for use of such Altruist trade names, trademarks, service marks, and logos ("***Marks***") as Altruist in its sole and exclusive discretion may determine ("***Platform Brand Use Guidelines***") and make the Platform Brand Use Guidelines available to Advisor. Notwithstanding any other provision of this Agreement, Advisor's use of Altruist's Marks and any communications relating to the Platform or any provision of this Agreement or the Parties dealings contemplated thereby shall conform to the Platform Brand Use Guidelines, as may be amended and which are incorporated in this Agreement by reference and made a part hereof. If the Advisor fails to adhere to the Platform Brand Use Guidelines, Altruist, through written notice, may unilaterally revoke the Advisor's use of the Marks.

4.4. **Linking**. Advisor may establish a link from its website to the Client Dashboard, subject to Altruist's prior written consent and any terms and conditions Altruist may request.

5. Fees and Expenses

Advisor and or the applicable Client shall pay Altruist the applicable fees, if any, set forth and as provided in Appendix C (Fees). The Advisor hereby appoints (and agrees to cause each Client to appoint) Altruist as the Advisor's and such Client's attorney-in-fact with respect to each Client's Account, with exclusive authority to deduct from such Account the fees detailed in Appendix C.

6. Advisor Regulatory Obligations

6.1. **Advisory Agreement with Clients**. Before managing any Client's Account according to a Model Portfolio, Advisor shall enter into an advisory agreement ("***Advisor's Client Agreement***") with each Client that (a) contains the terms and conditions conforming in all material respects to the sample terms set forth in the applicable section of Appendix D (Client Terms and Conditions); and (b) does not include any terms or conditions inconsistent with Advisor's agreements, role, obligations, representations and warranties in this Agreement or the depiction of Altruist's role and responsibilities under this Agreement. If Advisor's fees to Clients are paid directly from an Account through a Participating Broker-Dealer investment management fee payment services, Advisor will assure that the method of calculating its fees (e.g., a percentage of assets in the Account) is disclosed in writing to the Client.

6.2. **Disclosure to Clients**. Advisor shall make all disclosures to Clients required to comply with the Advisers Act, other Applicable Law, and Adviser's Client obligations. Advisor's disclosures to Clients shall include, without limitation, a brochure ("***Advisor Brochure***") containing all of the information required by Form ADV Part 2. Advisor hereby acknowledges its receipt of Altruist's Brochure. The parties agree that Altruist's Brochure will not be provided to Clients except where Advisor prominently discloses to such Clients, in form and substance reasonably satisfactory to Altruist, that the Brochure is being provided for informational purposes and that Client does not have an advisory, fiduciary or other relationship with Altruist.

6.3. **Regulatory Compliance**. Advisor shall be solely responsible for its compliance with all Applicable Law with respect to its and its Clients' use of the Platform and the Services. Advisor further acknowledges and agrees that Altruist shall have no responsibility for maintenance of the books and records, in whole or in part, of Advisor or its affiliates, as may be required under Applicable Law.

6.4. **User Manual**. Advisor shall comply with the instructions in any Get Started Guide, whitepapers, user manual, online guide or other similar document Altruist may provide with respect to the Platform and the Services, and Advisor will ask Altruist if it has any questions about how to use the Services.

6.5. **Large Trader Identification Number ("LTID") Reporting**. Any Advisor that is designated or becomes designated as a "Large Trader" pursuant to the SEC, generally, a person whose transactions in National Market System securities equal or exceed two million shares or twenty million dollars during any calendar day, or twenty million shares of two hundred million dollars during any calendar month shall notify Altruist immediately, in writing, of its status as a Large Trader, all of the Accounts such designation applies to and provide Altruist with its LTID.

7. Advisor Representations and Warranties

Advisor represents and warrants that: (i) it has full power, capacity, and authority to enter into this Agreement and to grant the license set forth in Section 4.1 (Advisor Content), and that the person signing this Agreement on behalf of the Advisor has the authority to do so and bind the Advisor; (ii) it has in its files each Client's written authorization in the form of an agreement or power of attorney for it and its Authorized Persons to engage in the actions on behalf of such Client; (iii) it and its Authorized Persons are properly registered, and maintains all licensure, to the extent required to perform the services on behalf of Clients as required by Applicable Law, including the Advisers Act, and it has fulfilled its obligations under Section 2.2 (Advisor's Role); (iv) it possesses the sophistication, expertise and investment knowledge necessary to make informed investment decisions. Advisor agrees that Advisor will interpose its own judgment when considering the Model Portfolios and other recommendations of Altruist, and will make decisions consistent with the Advisor's Client obligations; (v) any Advisor Content or other information provided by Advisor to Altruist for use in connection with the Platform, the Services or the Software does not infringe the Intellectual Property, publicity, or privacy rights of any person and is not defamatory, obscene, or in violation of any Applicable Law (including but not limited to applicable policies and laws related to spamming, privacy, and consumer protection); and (vi) its use of the Platform, the Services and the Software will comply with Applicable Law, including but not limited to the Advisers Act; and (vii) it will inform Altruist if any of these representations and warranties become inaccurate.

8. Advisor Indemnity

Advisor shall defend, indemnify and hold harmless Altruist and their affiliates, officers, directors, employees, agents, licensors, vendors, and suppliers from any and all claims, losses, deficiencies, damages, fines, sanctions, liabilities, costs, and expenses (including but not limited to reasonable attorneys' and expert fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication related to or arising from: (i) the Platform, the Services or the Software, including any claims by Clients arising from or related to the Platform, the Services or the Software including, but not limited to, any claim relating to unsuitable investments or advice or breach of Advisor's fiduciary duty or disclosure obligations (except to the extent such claims are solely the result of Altruist's gross negligence, material breach of this Agreement, reckless disregard of duty or bad faith); (ii) Altruist's authorized use of Advisor Content; or (iii) Advisor's breach of any of its obligations (including, but not limited to, Section 6 of this Agreement), representations, or warranties hereunder. Any indemnitee covered by the foregoing shall be considered a third-party beneficiary of this Agreement, capable of enforcing Advisor's obligations hereunder. Advisor shall have no indemnification obligation hereunder to the extent the claim or liability arises from a material breach by Altruist of this Agreement.

9. Altruist Indemnity

Altruist shall defend, indemnify and hold harmless Advisor from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' and expert fees and all related costs and expenses) incurred by Advisor as a result of any claim, judgment, or adjudication related to or arising from (i) the gross negligence or willful misconduct of Altruist in providing the Platform and Services; (ii) breach of any of Altruist's obligations, representations, or warranties hereunder; or (iii) any claim by a third party that any content or programming created or developed by Altruist and provided to Advisor in connection with the Services infringes any United States patent or copyright of the third party. Altruist shall have no indemnification obligation hereunder to the extent the claim or liability arises from: (x) Advisor's breach of this Agreement; (y) Advisor's use of the Platform, the Services or the Software in excess of the rights granted hereunder; or (z) any content, programming, information, data, or other intellectual property provided by any of Altruist's unaffiliated licensors or vendors or any Third Party Service Providers, or Information Providers.

10. Altruist Limited Warranty

During the Term, Altruist warrants the Services shall materially comply with Appendix B (Services). Advisor's sole and exclusive remedy and Altruist's sole and exclusive liability for breach of the foregoing warranty shall be for Altruist to use reasonable efforts to repair or replace the defective element of the Service or, if repair or replacement cannot be provided within a reasonable time, terminate the applicable element of the Service.

11. Disclaimer of Warranties.

EXCEPT AS PROVIDED IN SECTION 10 OF THIS AGREEMENT (ALTRUIST LIMITED WARRANTY), THE PLATFORM, THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT

WARRANTIES OF ANY KIND. ALTRUIST AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR VENDORS/LICENSORS, AND INFORMATION PROVIDERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND TITLE/ NON-INFRINGEMENT. THE FOREGOING ENTITIES ALSO MAKE NO WARRANTY REGARDING NON INTERRUPTION OF USE OR FREEDOM FROM BUGS. ADVISOR EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE PLATFORM, THE SERVICES AND THE SOFTWARE IS AT ADVISOR'S SOLE RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALTRUIST OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ALTRUIST'S OBLIGATIONS HEREUNDER.

ADVISOR AGREES THE PLATFORM, THE SERVICES AND THE SOFTWARE ARE NOT INTENDED TO REPLACE ADVISOR'S PROFESSIONAL SKILL AND JUDGMENT. ADVISOR AGREES AND ACKNOWLEDGES THAT THE PLATFORM, THE SERVICES AND THE SOFTWARE DO NOT AND ARE NOT INTENDED TO SUPPLY TAX, PERSONALIZED INVESTMENT, OR LEGAL ADVICE. ADVISOR IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAW, INCLUDING ITS RESPONSIBILITY TO MAKE ALL NECESSARY DISCLOSURES TO CLIENTS RELATING TO THE PLATFORM, THE SERVICES AND THE SOFTWARE.

THE SERVICES AND THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. ADVISOR ACKNOWLEDGES AND AGREES ALTRUIST AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR VENDORS/LICENSORS, AND INFORMATION PROVIDERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE ADVISOR'S DATA, WEBSITES, COMPUTERS, NETWORKS OR NON-PUBLIC PERSONAL INFORMATION OF CLIENTS TO USE FOR UNLAWFUL PURPOSES. ALTRUIST SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

12. Limitation of Liability and Damages

NEITHER ALTRUIST NOR ITS SUBSIDIARIES AND AFFILIATES, AND THEIR VENDORS/LICENSORS, AND INFORMATION PROVIDERS SHALL HAVE ANY LIABILITY TO ADVISOR OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING USE OF THE PLATFORM, THE SERVICES OR THE SOFTWARE. THE TOTAL LIABILITY OF THE FOREGOING ENTITIES TO ADVISOR OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT OR USE OF THE PLATFORM, THE SERVICES OR THE SOFTWARE IN CONNECTION WITH ANY CLAIM OR TYPE (WHETHER ARISING IN CONTRACT OR TORT) OF DAMAGE SHALL NOT EXCEED THE GREATER OF $10,000 OR THE TOTAL FEES PAYABLE HEREUNDER BY ADVISOR'S CLIENTS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER BY ADVISOR OR ANY CLIENT OF ANY OF ITS OR THEIR LEGAL RIGHTS UNDER APPLICABLE U.S. FEDERAL SECURITIES LAWS OR ANY OTHER LAWS WHOSE APPLICABILITY IS NOT PERMITTED TO BE CONTRACTUALLY WAIVED.

13. Confidentiality

13.1. **Treatment of Confidential Information**. Each Party recognizes the importance of the other's Confidential Information. In particular, each Party recognizes and agrees that the other Party's Confidential Information is critical to their business and that neither Party would enter into this Agreement without assurance that such information and the value thereof will be protected as provided in this Agreement. Accordingly, each Party agrees as follows: (i) it will hold any and all Confidential Information it obtains in strictest confidence and will use and permit use of Confidential Information solely as permitted under this Agreement and in the performance of its obligations under this Agreement; and (ii) it may disclose or provide access to its responsible employees and agents or as otherwise permitted hereunder, and may make copies, of Confidential Information only to the extent permitted under this Agreement. In the event that disclosure of Confidential Information is required, the disclosing Party will, to the extent legally permissible, promptly give the other Party prior notice of the disclosure. Notwithstanding the above, Confidential Information may be disclosed to the extent required by Applicable Law or by an order or decree of any court or other governmental authority; provided, however, that each party will, if legally compelled to disclose such information (i) provide the other party with prompt written notice of that fact so that the other party may attempt to obtain a protective order or other appropriate remedy and/or

waive compliance with the provisions of this Section 13; (ii) disclose only that portion of the information that a party's legal counsel advises is legally required; and (iii) endeavor to obtain assurance that confidential treatment will be accorded the information so disclosed. The provisions of this Section shall survive termination of this Agreement.

13.2. **Non-Exclusive Equitable Remedy**. Each Party acknowledges and agrees that due to the unique nature of the Confidential Information, any breach of its obligations hereunder is not curable and there can be no adequate remedy at law, and therefore, upon any such breach or any threat thereof, the other Party will be entitled to appropriate equitable relief from a court of competent jurisdiction.

13.3. **Aggregated Data**. Notwithstanding any other provision of this Agreement, Altruist shall have the right to compile, distribute, and otherwise exploit aggregated data derived from the Platform, the Services and the Software. Such aggregated data shall be appropriately redacted by Altruist and shall not identify Advisor or any Client.

14. Term and Termination

14.1. **Term**. This Agreement and the license will commence on the Effective Date and continue in effect until it is terminated (the "Term") as provided in this Section.

14.2. **Termination**. This Agreement shall terminate: (i) on the 90th day after Advisor gives Altruist written notice of its intent to terminate for any reason or no reason; (ii) on the 30th day after (a) Advisor gives Altruist written notice of a breach by Altruist of any material term or condition of this Agreement, unless the breach is cured before that 30th day or (b) Altruist gives Advisor written notice of its intent to terminate for any or no reason; (iii) termination of the Service Agreement; (iv) upon written notice by either Party, immediately, if (a) a receiver is appointed for the other Party or its property, (b) the other Party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of its creditors, or (c) any proceedings (whether voluntary or involuntary) are commenced against the other Party under any bankruptcy or similar law and such proceedings are not vacated or set aside within 60 days from the date of commencement thereof; or (v) on the 60th day after notice from Altruist, in the event Altruist ceases providing the Platform, the Services and the Software generally to its Advisors. If the Platform or use of the Services or the Software or any portion thereof becomes, or in Altruist's sole opinion is likely to become, the subject of an Intellectual Property infringement claim, Altruist may, in its discretion, (x) procure the right for Advisor to continue to use the Platform, the Services and/or the Software, as applicable, (y) replace or modify the Platform, the Services or the Software with items of comparable quality and performance capabilities, or (z) terminate this Agreement. Altruist may notify Clients of termination of this Agreement and the reason for such termination.

14.3. **Survival**. The following Sections of this Agreement shall survive termination of this Agreement: 2.2 (Advisor's Role), 3.4 (Proprietary Rights), 4.2 (Communications), 6.3 (Regulatory Compliance), 8 (Advisor Indemnity), 11 (Disclaimer of Warranties), 12 (Limitation of Liability and Damages), 13 (Confidentiality), 14 (Term and Termination), 15 (Arbitration).

14.4. **Effect of, and Obligations Upon, Termination**. Upon termination, all due sums owed to Altruist by Advisor shall be paid immediately to Altruist, including unbilled fees. All licenses granted hereunder shall terminate on termination of this Agreement. Upon termination of this Agreement, Advisor shall return all user documentation and all other data and related materials provided to Advisor by Altruist. In the event any Software has been installed or delivered to Advisor, on termination of this Agreement, Advisor shall immediately cease all use of such Software and irretrievably delete it from its systems.

15. Arbitration; Venue

15.1. **Arbitration Agreement**. Except with regard to actions for enforcement or protection of Altruist's Intellectual Property rights, equitable relief, or any action necessary to enforce the award of an arbitrator, any dispute or controversy with Altruist, its parent, subsidiaries, affiliates, officers, directors, employees, agents or service providers that arises from or relates to this Agreement, Advisor's use of the Platform or the Services, or in any way arising from Advisor's relationship regarding the Platform or Services, including any controversy over the arbitrability of a dispute or controversy, shall be settled by arbitration. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one year after the cause of action has arisen. Any award the arbitrator makes shall be final and binding, and judgment on it may be entered in any court having jurisdiction. Other than those matters involving enforcement or protection of Altruist's Intellectual Property rights, equitable relief, or any action necessary to enforce the award of an

arbitrator, the Parties agree that the provisions of this Section are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any jurisdiction or venue in any dispute. The prevailing Party shall be entitled to recovery of costs, fees (including reasonable attorneys' fees) and/or taxes paid or incurred in obtaining the award. Any costs, fees, or taxes involved in enforcing the award shall be fully assessed against and paid by the Party resisting enforcement of said award.

15.2. **Applicable Rules**. The arbitration shall be conducted in accordance with and subject to the Commercial Arbitration Rules of the American Arbitration Association ("***AAA***") then applicable; provided, however, that if the dispute or controversy between the Parties relates to a dispute or controversy to which a Client is a party and that is the subject of an arbitration pending before the Financial Industry Regulatory Authority ("***FINRA***") or another self-regulatory organization that provides a forum for the arbitration of disputes, then the arbitration relating to the controversy related to this Agreement as between the Parties shall be conducted by the same organization and according to the same rules and regulations as the pending arbitration. This agreement to arbitration shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act.

15.3. **Procedural Matters**. For arbitrations conducted under AAA rules, one arbitrator will be selected by the Parties' mutual agreement or, failing that, by the AAA. Any arbitration conducted pursuant to this Agreement will take place in Los Angeles, California. The arbitrator will allow such discovery as is appropriate and consistent with the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes. The arbitrator will reference the rules of evidence of the Federal Rules of Evidence then in effect in setting the scope of discovery, except that no requests for admissions will be permitted and interrogatories will be limited to identifying (i) persons with knowledge of relevant facts and (ii) expert witnesses and their opinions and the bases therefore. All notices from one Party to the other involving arbitration shall be considered to have been fully given when so served, mailed by first-class, certified, or registered mail, or otherwise given by other commercially accepted medium of written notification.

15.4. **Court Action**. For those matters involving enforcement or protection of Altruist's Intellectual Property rights, equitable relief, or any action necessary to enforce the award of the arbitrator, a Party shall have the right to institute an action in a court of proper jurisdiction. For all purposes of this Section 15.4, the Parties consent to exclusive jurisdiction and venue in the state and federal courts (if permitted by law and a Party elects to file an action in federal court) located in Los Angeles, California. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or theory or to object to venue with respect to any proceeding brought in accordance with this Section. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act.

15.5. **Regarding Third Party Service Providers**. The arbitration agreement and provisions of this Section will also inure to the benefit of Third-Party Service Providers, and they are deemed to be third-party beneficiaries of this agreement to arbitration. Notwithstanding anything to the contrary contained in this Section in the case of a Third Party Service Provider, in the event that AAA or another arbitration forum, if applicable, is unwilling to accept jurisdiction of any matter described in this Section, then such matter shall be decided pursuant to the dispute resolution provisions of any other agreement then in effect between the Third Party Service Provider and Altruist, including without limitation, any Information Services Agreement.

16. General Provisions

16.1. **Force Majeure**. Except for the payment of money as described in Section 5 (Fees) of this Agreement, neither Party shall be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such Party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions.

16.2. **Independent Contractor**. The Parties agree that Altruist shall perform its duties under this Agreement as an independent contractor. Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the Parties. Personnel employed or retained by Altruist or its affiliates who perform

duties related to this Agreement shall remain under the supervision, management, and control of Altruist. Nothing in this Agreement contemplates or permits Advisor to solicit prospective clients for Altruist or promote or endorse Altruist.

16.3. **Governing Law**. The interpretation and enforcement of this Agreement shall be governed by the law of the State of California without reference to its choice of law rules.

16.4. **Entire Agreement**. This Agreement, including the Appendices, sets forth the entire agreement between the Parties with regard to the subject matter hereof. To the extent there is any conflict between a defined term and the Appendices, the Agreement will control. Model Portfolios and other information furnished by Altruist are subject to additional terms, conditions and disclosures that are printed on or accompany such Model Portfolios and information. No other agreements, representations, or warranties have been made by either Party to the other with respect to the subject matter of this Agreement, except as referenced herein.

16.5. **Amendment**. Altruist may amend this Agreement, including but not limited to the Appendices, at any time upon 30 days written notice to Advisor, except Altruist may with immediate effect upon receipt: (i) amend the Brochure, Exhibit to Appendix A, and Appendix C at any time, and will promptly following such amendment provide notice to Advisor (which may, without limitation, be made by posting the amended Brochure to the website referenced in Appendix A and by posting the amended Exhibit on the Platform); (ii) add Platform features for which no new fees apply; and (iii) declare such amendment effective to the extent any amendment is required by Applicable Law to become effective at an earlier time. Advisor's continued use of the Services or the Software following any such amendment will evidence Advisor's agreement to such amendment(s).

16.6. **Assignment**. Advisor may not assign this Agreement without prior written notice to Altruist. Altruist may assign its rights and obligations under this Agreement to its parent or any of their respective affiliates, subsidiaries or to a successor by merger or consolidation without notice to Advisor, or to any other entity after 30 days written notice; provided, however, that Altruist may not make any assignment of this Agreement within the meaning of the Advisers Act without Advisor's consent, which consent may include negative consent generally upon 30 days written notice and which also will be deemed to be Advisor consenting on behalf of and as agent for its Clients.

The above paragraph notwithstanding, by accepting this Agreement, Advisor understands and acknowledges that Altruist and/or its direct or indirect parent entities have entered into, or are in the process of consummating, a definitive agreement with The Vanguard Group and/or one or more of its affiliates pursuant to which Vanguard will acquire, directly or indirectly, a controlling ownership interest in Altruist (the "Transaction"). As a result of the Transaction, Vanguard will obtain direct or indirect control of Altruist and the Transaction is expected to close in the fourth quarter of 2026, subject to the satisfaction or waiver of customary closing conditions and regulatory approvals. Following consummation of the Transaction, Altruist will continue to perform its obligations under this Agreement, either directly or through a successor or affiliated entity, the services contemplated by this Agreement are expected to continue without material interruption, and the Transaction may constitute a change in control of Altruist and may therefore be deemed an assignment of this Agreement under applicable law and/or the terms of this Agreement. Accordingly, Advisor hereby consents in advance to any assignment, transfer, succession, delegation, or continuation of this Agreement arising from or relating to the Transaction and agrees that this Agreement shall remain in full force and effect following consummation of the Transaction. No further consent, approval, notice (other than any notice required by applicable law), or action by Advisor shall be required in connection with such assignment or continuation.

16.7. **Severability**. If any of the provisions of this Agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

16.8. **Waiver**. Neither Party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other Party shall not be construed or constitute a continuing waiver of such breach or other breaches of the same or other provisions of this Agreement.

16.9. **Notices; Client Conflicts**. Any written notice or demand required by this Agreement shall be (i) if by Altruist, posted on the Platform with one of (a) a message displayed upon the first login occurring thereafter, (b) within any activity feed or (c) an email notifying Advisor of the posting, or (ii) if by either Party, sent by registered or certified mail (return receipt

requested), personal delivery, overnight commercial carrier, or other guaranteed delivery to the other Party at its principal place of business or the address set forth in Altruist's records. The notice shall be effective as of the date of posting on the Platform, the date of delivery if the notice is sent by personal delivery, overnight commercial courier or other guaranteed delivery, or as of five days after the date of mailing if the notice is transmitted by registered or certified mail. Any Party may change the address at which it receives notices by giving written notice to the other Party in the manner prescribed by this Section. In the event the Account is otherwise held in the name of two or more persons or two or more persons are authorized to give instructions on behalf of the Account (including, without limitation, husband and wife, life partners, multiple trustees or managers, etc.), Altruist may rely upon the instructions of any one such Account holder or authorized person as instructions on behalf of all Account holders or authorized persons. In the event Altruist receives conflicting instructions from multiple Account holders or authorized persons, or Altruist is made aware of a dispute or conflict of interest between such Account holders or authorized persons, Altruist may, in its sole discretion, refrain from taking action on instructions from such Account holders or authorized persons until all Account holders or authorized persons consent in writing to the same instructions. In any event, Altruist shall not be responsible for any claims or damages resulting from (i) reliance on the instructions of any one Account holder or authorized person, (ii) delays or failures to act in the event Altruist receives conflicting instructions from multiple Account holders or authorized persons or in the event Altruist is made aware of a dispute or conflict of interest between such Account holders or authorized persons, or (iii) unless or until notice is provided to Altruist, any change in the status of the relationship between the Account holders or authorized persons.

Appendix A
THE PLATFORM

The Platform will be called the Allocation TPA Program (or such other name as Altruist may designate). The Platform currently has the features and specifications appearing below; however, such features may be altered by Altruist, with or without notice to Advisor. It is further described in the Brochure as amended from time to time by Altruist.

Online Interfaces

- *Advisor Dashboard*: Advisor uses the Advisor Dashboard to configure and maintain the Platform and to access the Client Dashboard as an Advisor to manage Clients' Accounts, as further described in Appendix B (Services).
- *Client Dashboard*: Clients use the Client Dashboard to access Platform, answer the Questionnaire, open and fund their brokerage account with a Participating Broker-Dealer, and view their Accounts on an ongoing basis, all as further described in Appendix B (Services).

Advisor Branding

- Through configuration via the Advisor Dashboard and/or via e-mail to a designated contact at Altruist, Advisor can have its name, logo, photo and contact information displayed on the Client Dashboard.

Automated Investment Engine

- Altruist, as Advisor's agent, operates the Automated Investment Engine that generates trade orders including trade orders to implement "Automatic Rebalancing and Trading", as described below, as directed by Advisor.

Account Requirements

- *Custodian and Broker-Dealer*: Beginning approximately April 24, 2023: Altruist Financial LLC as Altruist's affiliated self-clearing broker and custodian.
- *Account Minimum*: No current account minimum but Altruist may implement an account minimum, or waive any such minimum, at any time in its discretion.

Investor Profile Questionnaire, Scoring and Mapping to Recommended Investment Strategy

- Client investment objectives and risk tolerance are determined by the Advisor, in part via a Questionnaire that is facilitated by Altruist at the time of account opening.
- Advisor may facilitate separate investor profile questionnaire(s) outside of the Platform, which may include additional questions, such as factual questions to measure risk capacity and behavioral questions to measure risk willingness.
- Advisor takes full responsibility for reviewing and approving the risk tolerance and other questions and answers, both in the Questionnaire facilitated by Altruist and any other questionnaires Advisor may utilize.
- Based on Client answers to the Questionnaire or other questionnaires Advisor may utilize outside of the Platform, Advisor may score these answers, map the results to an investment strategy they recommend, and assign a Client to one of the Model Portfolios, consistent with the Client's best interest.
- Through their Advisor, Clients may add reasonable investment restrictions, including, among others, constraints on their Model Portfolios. Advisor understands that the imposition of restrictions can result in the inability to fully implement a Model Portfolio, which could have an adverse impact on Client account performance.

Automatic Rebalancing and Trading

- *Daily Aggregated Trading*: At least once per day on which relevant markets are open for business and to the extent such transactions are necessary, system-generated trade orders, for all accounts (including the Accounts) using the Platform, may be used to:
    - Rebalance Accounts to target asset allocation for the applicable Model Portfolio when an asset class drifts from target allocation by a specified percentage determined to be a default by Altruist. Advisor is also able to customize the rebalancer settings for its Accounts on the Advisor Dashboard. These defaults are subject to change by Altruist based on ongoing research or as otherwise determined by Altruist in its sole discretion.
    - Rebalance Accounts based on Client or Advisor initiated investment decisions, including: deposits and withdrawals of funds; changes to the target asset allocation of the Account; changes to asset allocation percentages for the selected Model Portfolio; or selection of a different Model Portfolio.
    - Rebalance Accounts because of changes to model weights or holdings for a Model Portfolio. Altruist can initiate model weight or holding changes in its sole discretion.
- *Adjustments and Restrictions*:
    - Advisors may not customize asset class mappings on the Advisor Dashboard.
    - Advisor may, on behalf of the Client, impose reasonable restrictions on the management of the account.
- Suspension/Resumption of Automated Trading:
    - Advisor may instruct Altruist to suspend/resume trading in all Accounts or specified Accounts; Altruist reserves the right to limit this power if Advisor uses it to engage in market timing or other forms of excessive trading. Suspension/resumption will generally become effective on the next regularly scheduled day of trading generated by the Automatic Investment Engine.
    - Altruist may suspend/resume trading in all Accounts in the event that it reasonably believes that the Automated Investment Engine may not function as intended.

Trade Order Management Process

- Trades are executed by a Participating Broker-Dealer and related confirmations are issued by the Participating Broker-Dealer.
- All trades for accounts may be aggregated with trades for other accounts using the Platform.
- Accounts receive the average price for the aggregated trades.
- Advisor is responsible for obtaining any necessary approvals from Clients to aggregate orders and receive an average price on orders that are executed.
- Advisor is responsible for properly allocating trades or directing the applicable Participating Broker-Dealer to allocate trades among relevant accounts in Accordance with Advisor's fiduciary obligations.
- Advisor may contact Altruist for additional information about particular trades.

For the avoidance of doubt, Altruist shall bear no responsibility in respect of an override trade by the Advisor made on the Advisor Dashboard or any Securities held or disposed of as a result thereof.

Exhibit 1 to
Appendix A

REBALANCING

How the rebalancing algorithm works:

Accounts are evaluated at least once per trading day to determine whether they meet their rebalancing criteria, and trade orders are generated as needed. When trades occur, the algorithm follows a set of rules to net out both types of trades.

- **Initial Portfolio buys**

  When a Client opens a new Account, and Advisor assigns a Model Portfolio or customized portfolio to the Client Account, the algorithm follows the methodology below to make the initial Securities purchases.

  - Using the cash deposited into the new Account, the maximum number of Securities is purchased, given the target weight of that holding. If a holding cannot be purchased, then excess cash is held.
  - Cash is targeted according to the portfolio or account's settings.

- **Deposits / withdrawals**

  - Additional deposits enter the Account as part of the cash allocation. Once the cash allocation exceeds its targeted weighting by a specified percentage, as specified by the "Invest Cash Threshold", or falls below the minimum allowable amount of cash, as specified by the "Raise Cash Threshold", and assuming any other rebalance criteria is met, then Altruist's proprietary rebalancer will execute trades. Security purchases depend on a variety of factors such as trade cost and the Advisor's rebalancer settings.
  - A Client withdrawal request pulls first from the portfolio's cash allocation. If the cash needed to meet the withdrawal request causes the cash allocation to fall below the "Raise Cash Threshold", or if cash remains above the "Invest Cash Threshold", then a rebalance is triggered.

- **Rebalancing buys / sells**

  Rebalancing is triggered when an Account meets its designated criteria, as set by either the model provider (if using a Model Portfolio) or the Advisor. Rebalancing may also be triggered in response to specific events (e.g. portfolio assignment, check deposit) or a drift violation.

  When proposing trades, the Rebalancer will seek to bring each Account's holdings as close to its targeted model and security weights as possible, while seeking to satisfy specified requirements (ex. cash requirements, security exclusions).

Appendix B
SERVICES

1. Services.

1.1. **System Access.** Altruist shall make available to Advisor and assist it in the use of the Advisor Dashboard and the Client Dashboard according to the Master Software License Agreement, and Advisor's, and each of its Authorized Person's, access to and use of the Advisor Dashboard shall be subject to the terms and conditions of the Platform and the Master Software License Agreement.

(a) Advisor Dashboards. The Advisor Dashboard shall have the following features and functionality, as Altruist may modify from time to time:

- *Account Management:*
  - Access to Accounts for modification
  - Detailed feed of Account activity

(b) Client Dashboard. The Client Dashboard shall have the following features and functionality, as Altruist may modify from time to time:

- *Client Access*: Client first time access via entry of a unique uniform resource locator generated within the Advisor Dashboard or directly by Altruist ("URL") and given by Advisor to Clients for whom it recommends the Platform
- *Login Credentials*: Clients will use their email address and select a password
- *Advisor Brand*: Display Advisor's brand elements on applicable pages
- *Questionnaire*: Record Client answers to the Questionnaire, both initially (in connection with enrollment) and upon subsequent update by Client.
- *Enrollment:*
  - *Account Open*: Online Client informed consent to, and delivery of the Advisor's Brochure and electronic signature of Participating Broker-Dealer's brokerage account documentation
  - *Funding*: Online money movement for account funding
- *Recurring Funds Transfers*: Optional online establishment of recurring contributions and other transfers.
- *Reporting*: Account holdings, activity and performance

(c) Data Integration. Altruist will arrange for certain Client and Account data to be exchanged among the Advisor Dashboard, the Client Dashboard, the Automated Investment Engine, and the systems of a Participating Broker Dealer.

1.2. **Support Services.** Altruist shall perform the following support Services. Except as expressly set forth below, Altruist shall not be obligated to render any other services.

(a) Automated Investment Engine. Altruist shall, as Advisor's agent, operate the Automated Investment Engine to:

- Generate trade orders with respect to the Platform

(b) Trading Suspension/Resumption. Altruist shall, as Advisor's agent, implement Advisor's instruction to suspend and resume automated trading in Platform Accounts.

(c) Trade Order Management Process. Altruist shall, as Advisor's agent, implement a trade order management process.

(d) Service Personnel and Technical Support: Altruist shall provide Advisor access to Altruist personnel and technical support via phone or email on business days.

(e) Training: Altruist will make available web-based and other training on the Platform and use of the Services, as it reasonably deems appropriate.

2. Advisor Responsibilities. Altruist's performance of the Services is subject to Advisor's performance of the following tasks and functions:

2.1. Advisor shall provide Altruist with the list of its Authorized Persons on such form as Altruist may prescribe and shall promptly notify Altruist in writing of any changes to such list. Altruist shall be entitled to rely on such list until it receives written notice of a change.

2.2. Advisor shall designate in writing one of its Authorized Persons to be Advisor's single point of contact for the designated Altruist service team via phone or email. If such single point of contact is to change, then Advisor will provide Altruist at least one business day's written notice.

2.3. Advisor shall be solely responsible for the use and protection of its Platform Logins. Advisor shall provide invitations to the Platform only to Clients for whom it recommends the Platform.

2.4. Advisor shall be fully responsible for configuring the Platform, building custom models on the Platform, building custom portfolios on the Platform, and assigning custom models, custom portfolios, and Model Portfolios to Clients.

2.5. Advisor shall notify Clients of any modification or replacement of any Model Portfolio for the Client's Account. Advisor shall notify Clients as to how to notify Advisor of any change in the Client's investment objectives, financial situation or investment risk profile, which information shall be promptly updated on the Platform by Advisor.

2.6. Advisor shall review the Client and Platform Account activity and other information presented on the Advisor Dashboard on a timely basis and promptly take any actions called for by that information. Advisor shall immediately notify Altruist of any unauthorized, inaccurate or incomplete activity or other information, whether displayed on the Advisor Dashboard or the Client Dashboard, by contacting Altruist.

Appendix C
FEES

Altruist charges a fee to Advisor based on which Model Portfolio(s) Advisor selects on behalf of its Client Account(s) (the "Model Portfolio Fee"). The Model Portfolio Fee is charged on a pro-rata annualized basis monthly in arrears based on the value of an Account on the last day of the previous month. The fees are set forth in the Altruist LLC Fee Schedule ("the "Fee Schedule"). The Model Portfolio Fees are generally based on a percentage of the market value of the assets in the Account. Altruist's fee can range from 0% to 1%. In addition, if an Advisor chooses to utilize TaxIQ Tools on behalf of a Client Account, Altruist may charge a TaxIQ Fee as outlined in the Fee Schedule. Any TaxIQ Fee is charged on a pro-rata annualized basis monthly in arrears, based on the average daily balance of eligible assets in an Account during the time TaxIQ Tools were utilized, and for the portion of the Account that is eligible for rebalancing and/or is eligible for the TaxIQ Fees, based on the Fee Schedule.

Altruist will instruct the applicable Participating Broker-Dealer to deduct the applicable Model Portfolio Fees and/or the Tax IQ Fees for the Platform from Advisor's fee (house) account at the Participating Broker-Dealer, or if Advisor instructs, from Client Accounts. If Altruist is unable to deduct its fee from Client's Account according to an instruction from Advisor, then Advisor hereby agrees to be responsible for such fees.

Please refer to the Fee Schedule, which Fee Schedule is incorporated herein, at altruist.com/legal for further details.

Separately, Advisors may charge their Clients an advisory fee for their services, which is separate from the fees charged by Altruist to Advisor for use of the Platform. Any fee(s) charged by Advisor are not set or supervised by Altruist. Advisor can instruct a Participating Broker-Dealer to deduct their advisory fee from the Accounts.

Appendix D
CLIENT TERMS AND CONDITIONS

1. **Client Terms and Conditions**. Advisor's Client Agreement shall include terms and conditions conforming in all material respects to the following:

   - [Advisor] is independent of and not owned by, affiliated with or sponsored or supervised by Altruist or its affiliates or any Participating Broker-Dealer.

   - [Client] has engaged [Advisor] to act as [Client's] investment adviser and primary point of contact, and [Advisor] is responsible to [Client] with respect to the Platform.

   - [Advisor], and not Altruist, is responsible for (1) onboarding of [Client] and (2) reviewing and determining, where applicable, which individuals possess the requisite authority to act on behalf of [Client].

   - [Client] grants [Advisor] investment discretion over [Client's] Accounts.

   - [Client] grants [Advisor] approval to aggregate orders for Client's account with accounts of other clients and understands such orders will be executed at the average price as determined by the Participating Broker-Dealer on the Platform.

   - [Advisor] and [Client] are solely responsible for determining the investment strategy to be implemented for the Client and, as applicable, selecting from among the Model Portfolios available or building custom models and portfolios through the Platform. [Advisor] and [Client] are primarily responsible for determining the appropriateness of the Platform and the chosen investment strategy and portfolio for [Client's] investment needs and goals.

   - Any fee [Client] pays [Advisor] is not set or supervised by Altruist.

   - Any Participating Broker-Dealer acts solely as a broker-dealer and not as an investment adviser to [Client] in relation to the services provided in connection with the Platform. It may maintain custody of [Client's] account assets and execute trades for that Account.

   - Altruist is not responsible to [Client] for the Platform, any portfolio, wash sales or other tax consequences, or [Advisor's] suspension or resumption of trading in [Client's] account.

   - Altruist disclaims all warranties, express and implied, with regard to the non-investment advisory features of the Platform. In no event will Altruist be liable to [Client] for any damages of any kind with respect to the non-investment advisory features of the Platform.

   - [Client] understands and agrees that it is not a third party beneficiary of the agreement between Altruist and [Advisor]. [Client] shall not have any cause of action or any other rights or remedies under that agreement.

   - [Client] agrees that Altruist and its affiliates are express and intended third party beneficiaries of this Agreement and that the terms and conditions of this Agreement relating to Altruist inure to the benefit of, and may be enforced by, Altruist.

   - [Client] understands that the [Platform] is an automated investment management platform chosen by [Advisor] on behalf of their clients, that [Advisor] pays Altruist certain fees for use of the Platform and the Model Portfolios, and that if [Advisor] instructs Altruist accordingly, a Participating Broker-Dealer may, according to [Advisor's] instruction, pass those fees on to [Client's] Account.

   - [Advisor] [shall / shall not] vote proxies on behalf of the [Client]. [If the Advisor votes proxies, provide Advisor's procedures and guidelines for voting proxies. If the Advisor does not vote proxies, explain how the Advisor shall allow the Client to vote any proxies]. Altruist does not have any authority to and does not vote proxies on behalf of [Clients] or [Advisor]. [Client / Advisor] retains the responsibility for receiving and voting proxies for any and all securities

maintained in such [Client's] portfolio. [Client / Advisor] will receive proxies and other solicitations directly from the designated custodian.

- If [Advisor] has arrangements with [Client] under which [Advisor] is responsible for paying any licensing fees for Model Portfolios for Client's account, [Adviser] has a conflict of interest to select the least expensive Model Portfolios [or ones for which the licensors of the Model Portfolios provide [Advisor] with financial or other benefits (such as discounts or subsidies on Platform Fees)]. [Advisor to provide reasonably specific disclosure of this conflict and how it addresses this conflict, including if Advisor takes advantage of any fee waiver but does not pass it down to Client.]