Investment Advisory Agreement

December 2021

You ("**you**" or "**Client**") and ForeScite Inc., a Securities and Exchange Commission ("**SEC**") registered investment adviser ("**ForeScite**" or the "Portfolio Advisor"), agree to enter into this investment advisory agreement (the "**Advisory Agreement**"), which becomes effective when you electronically sign the Advisory Agreement.

If Client is unwilling to be bound by the terms and conditions of this Advisory Agreement, Client will not submit an application to become a Client and open an account. In addition, ForeScite reserves the right to decline any application to open, or to terminate, an account at any time and for any reason, in its sole discretion.

By entering into this Advisory Agreement, Client acknowledges receipt of the ForeScite Privacy Policy (the "**Privacy Policy**"), Part 2A and Part 3 (Customer Relationship Summary) of ForeScite's Form ADV (the "Brochure"), and the Terms and Conditions Agreement (the "**Terms and Conditions**", and collectively with the Privacy Policy, the Brochure, and the Advisory Agreement, the "**ForeScite Agreements**"). The ForeScite Agreements are available on the Platform (as defined below). ForeScite reserves the right to modify or terminate the ForeScite Agreements, including this Advisory Agreement, at any time. Up-to-date information about the services contemplated by this Advisory Agreement will be provided via the Platform. Client agrees to electronic delivery of the ForeScite Agreements via the Platform. Client agrees to consult the Advisory Agreement information on the Platform regularly. YOU ACKNOWLEDGE AND AGREE THAT ALL THE FORESCITE AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT.

Program

ForeScite provides automated internet-based investment advisory services (the "**Program**") available online through mobile applications (the "**App**"). Additional information regarding the program is also available via the ForeScite website (the "Website" and, collectively with the App, the "**Platform**"). The Program provides individual investors with a simple and cost-effective way to invest in United States (the "**U.S.**") and international equity and bond markets through Exchange Traded Funds (an "**ETF**" or "**ETFs**"). ForeScite does not provide overall financial or tax planning.

Client hereby appoints ForeScite as portfolio adviser of Client's assets held in each of the accounts (each an "**Account**") that the Client opens with ForeScite through the App. ForeScite provides investment advice via the Program (the "**Advice**") specifically based on Client's investment goals and risk tolerance levels (the "**Client Profile**"). The Advice derived from the Client Profile is based on ForeScite' investment methodology and asset allocation strategies. More information about ForeScite' Advice and methodologies is available on the Platform.

ForeScite sets a minimum account size required to open and maintain a ForeScite Account. The minimum amount is set forth on the App. ForeScite reserves the right to set and modify the minimum initial deposit or minimum account size required from time to time. Clients who decide to use the Program should be aware that ForeScite's relationship with Clients is likely to differ from the traditional financial advisor relationship in several respects:

- ForeScite is a software-based, automated internet-based investment advisory service which means each Client must acknowledge, and agree to, having the ability and willingness to conduct a relationship with ForeScite on an electronic basis. Under the terms of this Advisory Agreement, each Client agrees to receive all Account information and documentation, and any updates or changes to same, through the App and, at times, via electronic communications from ForeScite. Unless specifically noted otherwise by ForeScite, including on the App, all ForeScite financial advisory services and all documentation related to advisory services provided by ForeScite pursuant to this Advisory Agreement entered into electronically between the Client and ForeScite, are managed electronically.
- In order to provide the Program to Clients, ForeScite collects information from each Client, including specific information about each Client's financial profile and investment goals and risk tolerance (the "**Client Information**"). ForeScite maintains Client Information in strict confidence subject to its Privacy Policy. **In providing the Program, ForeScite relies on the accuracy of the Client Information received from Client.** Although ForeScite may contact Client periodically to prompt Client to update the Client Information to ensure accuracy of the Client Information, Client must promptly notify ForeScite of any change to the Client Information previously provided by Client to ForeScite, including information that could influence Client's stated investment goals, risk profile or the recommendation of a Proposed Portfolio. Client's failure to timely update this information could materially impact the quality and applicability of ForeScite's advice and recommendation.

Investment Strategy and Portfolios

ForeScite evaluates and recommends model portfolios (the "**Model Portfolios**") which are designed to address investment goals and present risk versus risk tolerance levels set out in the Client Information. In developing and updating the Model Portfolios, ForeScite identifies what it believes to be appropriate (i) asset classes, (ii) securities to represent these asset classes, and (iii) allocations within each asset class for each identified risk level to provide Clients with access to a Client targeted simple and cost-effective Program. ForeScite selects ETFs for each asset class comprising the Model

Portfolios, using selection criteria for each Model Portfolio, including the ETF portfolio definition, documentation, diversification, trading liquidity, and cost ratios, etc.. The asset classes considered for a Model Portfolio include U.S. equities, international equities, emerging markets equities and fixed income (e.g. U.S. treasuries) using broad-based exchange traded funds ("ETFs").

Based on the Client Information, using its proprietary method, ForeScite will evaluate and recommend to Client for review and approval a proposed portfolio (the "**Proposed Portfolio**") derived from a dynamic asset allocation model. You acknowledge that ForeScite identifies the Proposed Portfolio in reliance on the Client Information. You agree that you are responsible for ensuring your Client Information is true, accurate, complete, and current in accordance with applicable law. ForeScite shall not be liable for any recommendation of a Proposed Portfolio based on untrue, inaccurate, incomplete, or out-of-date Client Information. You acknowledge that the Proposed Portfolio recommended by ForeScite as meeting your goals and risk tolerance is based on the Client Information you provide and the investment advisory methodology used in developing the Model Portfolios and recommending the Proposed Portfolio. However, you agree that there is no guarantee, representation, warranty, or covenant that the Proposed Portfolio will perform better over any time period than any other Model Portfolio or any other investment.

The Proposed Portfolio establishes the target investment allocations. In order to begin the investment process, Client must approve the Proposed Portfolio (the "**Approved Portfolio**" and collectively with the Model Portfolios and the Proposed Portfolios, the "**Portfolios**"). ForeScite recommendations will not be based on any assets or liabilities outside the Portfolios (ForeScite will not take a Client's other assets into consideration for its assessment of diversification of Client's assets). However, except as noted below, Client can only approve or refuse a Proposed Portfolio and can only make one modification to a Proposed Portfolio. You acknowledge and agree that you are solely responsible for the approval of the Proposed Portfolio. ForeScite shall not have authority or discretion to approve any Proposed Portfolio for you. You further acknowledge and agree that it is your responsibility to review and carefully consider the information available on the App about the Proposed Portfolio, and the constituent ETFs, before approving your Proposed Portfolio.

You acknowledge and agree that:

- the Program is designed for investments in ETFs allocated so that the resulting holdings tend to replicate the Approved Portfolio over time; and
- ForeScite designed the selection and relative weighting of the ETFs in each of the Model Portfolios to pursue specific investment objectives, including liquidity.

While the Program is designed to assess risk, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in your Account will match the allocations of the Model Portfolio in terms of actual risk or performance. You acknowledge that various factors (including the timing and frequency of deposits and

withdrawals from your Account, market volatility and disruptions, the timing and frequency of changes to your Approved Portfolio, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Account will replicate your Approved Portfolio at any particular point in time.

Once you approve a Proposed Portfolio, your Account will be invested in the underlying securities (i.e. ETFs) that are the same as, or are similar to, the allocations of your Approved Portfolio.

The Model Portfolio will be implemented almost entirely using ETFs. From time to time, some or all of the Account's portfolio can be in cash under certain circumstances, including when cash distributions or additional deposits are credited to the Account pending investment, or when an Account is liquidated and cash is deposited in the Account. Model Portfolio's allocations will be adjusted periodically using cash inflows from dividends and additional Client funding, and may also be adjusted if the actual Portfolio's underlying asset allocations deviate materially from target allocations. As a result, ForeScite may sell over concentrated ETFs or buy under concentrated ETFs to bring Approved Portfolios in line with the target allocations. ForeScite does so on a best efforts basis and does not take in to account individual tax, market or legal circumstances. Clients must consult with a tax or legal professional for such information. ForeScite utilizes its best efforts to seek to maintain the Client's Approved Portfolio allocations through market fluctuations, withdrawals, deposits, and other events that may cause deviations.

Proposed Portfolios are derived from the Model Benchmark Portfolios. ForeScite may enhance or update the Model Portfolios from time to time, therefore impacting Proposed Portfolios and Approved Portfolios. Accordingly,

- you agree that ForeScite may, in its sole discretion, recommend the Model Portfolios that it deems appropriate, in its sole discretion, to address the investment goals, time horizons, and risk tolerances associated with categories of clients; and
- you agree that ForeScite may, in its sole discretion, recommend from time to time the selection of the ETFs that comprise each of the Model Portfolios and the relative weightings of the ETFs within each of the Model Portfolios.

All information and communications with Client regarding the Portfolios are available on the App.

Trade Execution, Account Maintenance, and Asset Custody

Once an Approved Portfolio is in place, and the Client's Account is funded, appropriate orders are placed with the broker-dealer selected by ForeScite and approved at your discretion to execute the related transactions.

Client agrees to delegate to ForeScite the selection of service providers for brokerage and custody services. ForeScite has entered into an agreement with DriveWealth, LLC (the "**Custodian**") to provide and/or arrange broker-dealer and custodial services for ForeScite Accounts. As part of the Account opening process, Client will enter into a

separate brokerage agreement with the Custodian (the "**Brokerage Agreement**") electronically as part of the ForeScite Account opening process. A detailed description of fees of, and services provided and/or arranged by, the Custodian are set out in the Brokerage Agreement.

Client agrees to authorize brokerage orders in the Account ("**Orders**") to be directed by ForeScite to the Custodian. ForeScite does not receive payment for order flow related to these trade Orders. The Custodian is ultimately responsible for trade confirmations and Client statements. ForeScite will independently confirm that the information found in the Custodian Client statements matches information in ForeScite's internal database. Investments will be denominated primarily in U.S. dollars for simplicity and ease of understanding by Clients.

ForeScite will generally aim to initiate all Orders in a timely manner, however Clients should be aware that at times the execution of Orders may be delayed either due to market conditions or to permit bundling of trades in order to achieve scale and cost efficiencies. Under these instances, ForeScite reserves the right to delay trade executions at its discretion.

By entering into the Agreements and participating in the Program, you authorize and instruct ForeScite to use the Custodian to maintain your Account and to handle Orders. You acknowledge and agree that ForeScite may combine Orders for purchases or sales in your Account with Orders for purchases or sales of holdings in other accounts in the Program for aggregate transactions for each applicable holding in the Approved Portfolio.

Although ForeScite may transmit your Orders to the Custodian, ForeScite shall have no authority to initiate any other withdrawals or otherwise to transfer any holdings or cash out of your Account other than for fee or expense deductions pursuant to this Advisory Agreement.

Timing of Orders

Client understands that ForeScite generally does not place Orders for the execution of transactions in the Account outside of regular trading hours and any Orders initiated in response to allocation changes or Client deposits or withdrawals received outside of trading hours may not be placed before 10:00 AM on the next business day. Client further understands that ForeScite generally stops placing orders arising from allocation changes approximately thirty minutes before the close of any market session. ForeScite generally continues placing client directed orders associated with deposit and withdrawal requests until market close. Client understands and agrees that neither ForeScite nor the Custodian shall be held responsible for any losses or other consequences that result from ForeScite's or the Custodian's timing of or other determinations for placing or executing Orders.

Maintenance Fee

All non-US customers will be charged a monthly fee of $3.99 for maintenance costs unless the account balance is $50 or less.

AUM Fee

AUM fee will be assessed on the total assets managed by ForeScite through the ForeScite.AI Platform. Annual assessed fee will be 0.30% of the total asset. The AUM Fee will be calculated each month based on the balance at the beginning of the month, collected at the end of the month.

For example on monthly beginning balance of $10,000, total monthly fee will be:
0.30% of $10000 / 12 = $30 / 12 = $2.50.

Linked Account

ForeScite enables money transfers by Client via Automatic Clearing House ("**ACH**") deposits and withdrawals from the bank accounts selected by Client and their Custodial Account ("Drive Wealth"). When Client opens an Account, Client designates a Client bank account in the App (the "**Linked Account**") to link deposits and withdrawals to or from the Account. To establish or change the Linked Account, Client will comply with applicable procedures within the App. Custodian may place some restrictions on the frequency with which Client changes the Linked Account. When linking your Linked Account to your Account, you will be using Plaid, a third-party service provider specializing in accessing and providing bank account information. You expressly grant to ForeScite the right, power, and authority to (acting on your behalf) transmit your personal and financial information (such as from your third-party bank) as reasonably necessary for Plaid to provide services to you. By using Plaid, you expressly authorize ForeScite and the Custodian to retrieve your Linked Account information, including the related routing numbers, as well as your current Linked Account balance and certain transaction history ("**Account Information**") via Plaid. ForeScite and the Custodian will not store your username and password for your Linked Account. When you use Plaid when signing up for a ForeScite Account, you acknowledge and agree that the information you provide to Plaid through ForeScite will be treated by Plaid in accordance with their privacy policy (located at https://plaid.com/privacy), and by ForeScite and the Custodian in accordance with their respective privacy policy. By using Plaid through ForeScite, you agree to the above terms and further agree to hold ForeScite and the Custodian harmless from losses of any kind that may result from Plaid's use, misuse, or loss of your Client Information and Account information.

Deposits, Withdrawals

At any time, Client may enter instructions with ForeScite to make cash deposits or withdrawals to or from the Account from or to the Linked Account by taking appropriate action via the App. Client understands and agrees that the deposits and withdrawals to or from the Account will be conducted in cash via ACH transactions. Client understands and agrees that ACH transactions are subject to processing delays which may last up to five business days or longer and cash transferred may not be credited to the Account or the Linked Account, as applicable, or otherwise available to Client during processing. The Custodian, in their sole discretion, may impose a longer waiting period during which cash may not be available for trading or withdrawal. Custodian may, in their sole discretion, permit the transfer of cash into or out of the Account in other forms or via alternative means. Custodian reserve the right, in their sole discretion and without advance notice, to refuse certain types of additions of cash to the Account. Client deposits must remain in a Client's account for a minimum of five (5) business days after the funds clear prior to being able to withdraw. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised. Custodian reserve the right to require that Client make requests for withdrawals from the Account in writing. Client may alternatively request transfer of holdings to a different account with ForeScite or to a broker-dealer other than the Custodian by submitting a request to the Custodian in a form determined by the Custodian. Certain holdings held in the Account may not be accepted by another broker-dealer. ForeScite and Custodian may determine to cancel this Advisory Agreement and the Brokerage Agreement as a result of a request to transfer holdings to another broker-dealer. Client understands that such transfer of holdings may result in additional charges to the Client. Custodian reserve the right to refuse to transfer holdings to another broker dealer account for any reason. Client understands that the holdings in the Account would have to be liquidated which may entail tax consequences for the Client.

Some of your investments may be made in fractional shares. If your account is closed for any reason and you are permitted to transfer your securities to another firm based on your agreement with the Custodian, the fractional shares held in your account will need to be liquidated. Liquidation of fractional shares may result in additional charges.

The termination of the Custodian relationship may automatically terminate this Advisory Agreement.

Client may enter instructions with ForeScite to withdraw cash up to the current market value of the Custodial Account at any time, excluding fees or expenses that are due or will be due as a result of such withdrawal. It is Client's responsibility to ensure that instructions are accurate before initiating from the ForeScite app and executing ACH disbursements. Custodian may in their discretion attempt to abide by a subsequent request to modify instructions but are not obligated to do so. Client agrees to indemnify and hold ForeScite, the Custodian, and their respective affiliates, harmless from any losses arising out of, or relating to, an attempt to amend or cancel a withdrawal request. Client understands that any erroneous, mismatched, or incomplete identifying

information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client, and Client agrees to indemnify and hold ForeScite, the Custodian, and their respective affiliates harmless from any losses arising out of, or relating to, any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

Risk Considerations

Clients are strongly encouraged to conduct their own analysis and to consider their own individual circumstances, investment goals, risk tolerance and needs prior to investing in a Proposed Portfolio. The fact that a Proposed Portfolio is recommended by ForeScite cannot be interpreted as a guarantee of future performance. ForeScite cannot assure Clients that they can achieve their investment goals, their investment strategies will prove successful or that Clients will not lose all or part of their investment.

The ETFs comprising Model Portfolios may change from time to time due to market conditions and other reasons, in which case ForeScite may divest Client of some ETFs in the Approved Portfolio and reinvest in the new ETFs which were selected as replacements. Client acknowledges and understands that investing in securities involves risk and the possibility of financial loss that can be caused by various factors, including changes in economic and market conditions. ForeScite does not guarantee that Client will avoid loss in the value of the investments nor guarantee any level of investment income or performance.

You understand and agree that:

- the Portfolios are subject to the investment risks described in this Advisory Agreement and elsewhere in the Program;
- any projected returns associated with any Portfolio may not materialize; and
- any hypothetical back tested returns associated with any Portfolio are based on assumptions and do not reflect actual results of any Account.

ForeScite uses a proprietary algorithm to recommend portfolios for Client Accounts. The algorithm was developed solely by ForeScite. The algorithm generates Proposed Portfolios based on the Model's algorithm. Client Information and Client Accounts are recommended for investment and rebalancing based on the algorithm. The algorithm might recommend rebalancing of Client Accounts on a more frequent basis or less frequent basis than a Client might expect. The algorithm may not address prolonged changes in market conditions. ForeScite will not override the algorithm or the recommendations of the Model.

Rebalancing and Dividend Reinvestments

You authorize ForeScite to conduct from time to time rebalancings of holdings in your Account (each a "Rebalancing"). Client understands and agrees that such transactions may affect the market value of the Account and may also have tax consequences.

Rebalancings can be recommended for many reasons, including, without limitations, as a result of cash inflows and withdrawals from Client's Account, or in the event the Client Portfolio's underlying asset allocations deviate or drift from Model allocations. ForeScite will use an automated method to calculate the purchases and sales for each Rebalancing based on automated analysis of your Account holdings relative to your Approved Portfolio. The algorithm will cause the holdings in your Account to replicate your Approved Portfolio more closely after settlement of the purchases and sales that comprise the Rebalancing than before settlement of such purchases and sales. You agree that ForeScite may modify at any time the manner in which, or the frequency with which, ForeScite calculates, generates, and places with the Custodian the Orders for Rebalancing. You acknowledge that changes, particularly volatile changes, in the market price of the ETFs in your Approved Portfolio relative to each other may prevent Rebalancings from successfully making your Account holdings more closely approximate your Approved Portfolio. ForeScite utilizes its best efforts to seek to maintain the Client's Approved Portfolio allocations through market fluctuations, withdrawals, deposits and other events that may cause deviations.

You authorize ForeScite to conduct reinvestments of dividends ("Reinvestments") on your behalf after receipt in your Account of dividends on ETF shares you own in your Account. ForeScite will generally design the Orders for Reinvestments to approximate your Approved Portfolio when performing a Rebalancing. Notwithstanding anything to the contrary in any of the Agreements or elsewhere, you agree that ForeScite shall be under no duty to conduct, and makes no guarantee that it will conduct, any Rebalancing or Reinvestment at any particular time or a purchase or sale for Rebalancing of any ETF shares in any particular amount.

Standard of Care

We will use our good faith judgment and efforts in providing services to you pursuant to this Agreement. Certain inherent risks and potential losses are always present when investing. If losses do occur, we, our affiliates and our respective employees and agents will not be liable for:

- losses or expense arising out of, or attributable to:
- your direction in connection with your Account,
- your omission or misstatement of information, including Client Information, furnished to us, and
- any written materials not prepared by us.
- any act or failure to act by us, our affiliates and our respective employees and agents that does not constitute negligence, misconduct or violation of law. These limitations do not constitute a waiver or limitation of any rights accorded to you under state or federal laws for advisory services rendered under this Agreement.

Investment Advice – Electronic Delivery

You acknowledge and agree that ForeScite will not provide investment advice other than the investment advice described in this Advisory Agreement and will not provide to you investment advice separate from the Program. You agree that ForeScite will provide to you investment advice and deliver the Program solely electronically in accordance with the terms of this Advisory Agreement. You acknowledge that ForeScite will not provide to you investment advice in person, over the phone, or in any other form other than information available through the Program. You acknowledge that you will not be entitled to or able to transact securities in your Account, or hold securities in your Account other than via the Orders placed by ForeScite with respect to the Approved Portfolio allocations of ETFs selected by ForeScite to comprise the Portfolios for the Program.

Method of Communication

Client understands and agrees that the primary method of ForeScite's communications with Client in connection with the Program will be by posting or updating information on the Platform and, to the extent required by law, sending Client a notice that directs Client to the Platform from which the information can be read and printed. Client understands that ForeScite reserves the right, however, to post Account related communications on the Platform without providing notice to Client, send Account related communications to Client's postal or e-mail address of record, or to another method of communication provided by Client. Client agrees to check the Platform regularly for information. Client agrees that all Account related communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by ForeScite or its affiliates, regardless of whether Client actually or timely receives or accesses the Account related communications. While ForeScite's Model Portfolios are monitored and updated by investment advisory personnel, ForeScite's Clients will generally not interact directly with such investment advisory personnel.

Power of Attorney

Client will manage their own Account and have sole discretionary authority over their accounts. ForeScite will on Client's behalf buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the terms of the Advisory Agreement. ForeScite shall manage the Account by issuing Orders to the Custodian to cause the Account to purchase and sell securities pursuant to the terms of the Advisory Agreement.

Access Interruptions

Client understands that neither ForeScite nor the Custodian guarantee that access to the Platform and Account management via the App will be available all the time. ForeScite and the Custodian reserve the right to suspend access to the Program without prior

notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Platform, and the Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by ForeScite's and the Custodian's ability to communicate with the Custodian, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that neither ForeScite nor the Custodian will be liable to Client for any losses incurred by Client (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability.

Limitation

Client understands and agrees that Client is responsible for all losses arising from or related to the Account. Except for negligence or malfeasance or violation of applicable law, Client agrees that ForeScite and the Custodian, and their respective affiliates, officers and employees, shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws. In addition, it is possible that Client or ForeScite itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to ForeScite's software-based financial advisory service. ForeScite and its representatives are not responsible to any Client for losses unless caused by ForeScite breaching its fiduciary duty.

Program Fees

ForeScite provides access to the Program for (i) a monthly subscription fee of $5.99/month (the "Sub **Fee**") and (ii) charge an annual fee of 0.20% on the net market value of Client Account balances (the "**Variable Fee**"), together the "**Aggregate Fees**"). The Aggregate Fee is subject to change upon notice to Clients. **ForeScite may apply reduced Aggregate Fees, including in connection with promotional programs, in its sole discretion.**

You agree to pay the Aggregate Fees in accordance with the Advisory Agreement. You acknowledge that the Aggregate Fees may change from time to time and updated information on Aggregated Fees will be available on the Platform. Depending on numerous factors, including the volume and type of trading in a Client's Account and the aggregate cost of custodial, trade execution, advisory, and other services that are provided to Clients, the Aggregate Fees may cost more or less money than if the Client were to purchase such services separately away from ForeScite.

The Variable Fee will apply for each month will be calculated, when applicable, as a prorated market value of a Client Account's average daily balance and charged monthly in arrears at the end of each month. ForeScite will arrange for the automatic debit of

applicable fees from the Client's Linked Account for both the Sub fee and the Variable Although the fees are not negotiable, ForeScite may, at its sole discretion, waive a portion of its fees or offer fees to some Accounts that differ from the standard fee schedules referenced above. Client may be charged additional fees for reimbursement of non advisory expenses such as insufficient funds charges. A detailed description of fees can be found on the App and on our website at ForeScite.com.

Authorization of Fee Deduction

PREAUTHORIZATION OF MONTHLY ELECTRONIC FUNDS TRANSFER FROM YOUR LINKED ACCOUNT: By clicking "**I agree**" to enter into this Advisory Agreement, you authorize ForeScite, the Custodian and any of their agents, for the entire period in which your Account is subject to Aggregate Fees under this Advisory Agreement, to process a recurring ACH debit from your Linked Account. Any ACH debit you preauthorize per the preceding sentence will result in an electronic funds transfer from your Linked Account to ForeScite or the Custodian to pay the Aggregate Fees. ForeScite, the Custodian, or any of their respective agents, may charge a fee if your ACH debit fails due to insufficient funds in your Linked Account. You further authorize ForeScite to instruct the Custodian to sell, as necessary, securities in your Account and to transfer money out of your Account to pay ForeScite the Aggregate Fees and, if any, other fees and expenses due under this Advisory Agreement. The securities sales you authorize in the preceding sentence include, without limitation, sales to pay: (i) any Aggregate Fees if your Linked Account is closed or disconnected from your Account; (ii) any Aggregate Fees if the preauthorized recurring monthly ACH debit you authorized above is rejected in any month due to insufficient funds; and (iii) any fees other than the Aggregate Fees that may apply to your Account under the Advisory Agreement.

ETF Fees and Expenses

All fees paid to ForeScite for investment advisory services are separate and distinct from, and in addition to, the fees and expenses charged by ETFs to their shareholders. These fees and expenses are described in the prospectus of each ETF. These fees are generally composed of a management fee and other fund expenses. ForeScite does not earn or receive a portion of such fees.

Service Providers

Various features of the Program are offered or processed through service providers, which may be unaffiliated companies, or affiliates of ForeScite. Unless otherwise noted, all authority granted to or limitations of liability of ForeScite shall include its agents and representatives and any service provider, Client authorizes ForeScite and its agents and its affiliates acting on behalf of ForeScite under this Advisory Agreement to perform the services contemplated by this Advisory Agreement.

Privacy

You acknowledge receipt of the Privacy Policy, which ForeScite may amend from time to time by posting updated versions on the Platform.

Assignment

ForeScite shall not assign its rights or obligations under this Advisory Agreement or the Program without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 60 calendar days of being notified through the Platform or by email of any intent of ForeScite to assign such rights or obligations.

Applicable Law

This Agreement and any action related thereto will be governed by the laws of the State of Delaware without regard to its conflict of laws provisions.

Dispute Resolution

YOU ACKNOWLEDGE AND AGREE THAT ALL THE FORESCITE AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE BELOW.

Binding Arbitration

In the event of a dispute relating to these terms and conditions of the ForeScite Agreements, arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") pursuant to current JAMS Comprehensive Arbitration Rules and Procedures where appropriate. The Arbitrator's award may be entered in any court having jurisdiction. The Arbitrator shall be authorized to award compensatory damages but shall NOT be authorized to award non-economic damages such as for emotional distress or suffering or punitive or indirect, incidental or consequential damages. Each party is responsible for their attorneys' costs arising out of the arbitration and shall pay an equal share of the fees and costs of the Arbitrator and JAMS. The Arbitrator shall issue a written statement of the decision describing the factual findings and conclusions on which the award is based, including the calculation of any damages awarded.

Class Action Waiver

You agree that any arbitration or proceeding shall be limited to the dispute between ForeScite and you individually. To the full extent permitted by law, 1) no arbitration or proceeding shall be joined with any other, 2) there is no right or authority for any dispute to be arbitrated or resolved on a class action-basis or to use class action procedures, and (3) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. You agree that you may bring claims against ForeScite only in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Participation in Client Transactions and Personal Trading

ForeScite or individuals associated with ForeScite ("Related Persons") may buy or sell for their personal accounts securities identical to or different than those recommended to Clients. In addition, Related Persons may have an interest or position in certain securities which may also be part of Portfolios. It is the express policy of ForeScite that no person employed by ForeScite may use information obtained during the course of their work to purchase or sell any security prior to any pending transaction(s) being executed for a Client's account. This policy is intended to prevent employees from benefiting from transactions placed on behalf of Client Accounts. Related Persons are prohibited from trading in their personal account, or recommending trading in, any securities while in possession of material, non public information about such securities or their issuer, and from disclosing such information to any person not entitled to receive it.

Review of Accounts

ForeScite's App investment tools are intended for Clients' use in order for Clients to review their Account and better understand their holdings and investment performance and risk. Generally, ForeScite personnel oversee the implementation of, the algorithm but do not monitor individual Client Accounts. There may be circumstances when certain investment activity and Account settings will trigger individual review of certain Client Accounts.

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Clients are directed to update their Client Information on the App whenever information about their goals, financial situation or other information that could bear on how their Account is managed changes in a meaningful way. We would expect that Clients review their Client Information at least annually for this purpose. As part of this update, Clients should review and carefully consider the information available on the App about their Approved Portfolios and their constituents ETFs.

Termination of Client Advisory Relationship

The Advisory Agreement may be canceled at any time, by either party, for any reason, upon notice in accordance with the terms of the Advisory Agreement. Upon termination of the Advisory Agreement, any unpaid fees earned by ForeScite will be due and payable. The last monthly Tech fee paid in advance by the Client will not be prorated upon termination. The Client has the right to terminate the Advisory Agreement without penalty within five business days after entering into the Advisory Agreement; provided, however, that the first monthly fee payment covers additional on-boarding expenses incurred by ForeScite for new clients and is not refundable.

Proxies – Voting Client Securities

ForeScite does not accept authority to vote any shares of Client securities. Accordingly, Client is responsible for voting for all shares relating to the securities in the Account. Client agrees that voting such shares in the Account is Client's sole responsibility.

Tax Advice

ForeScite does not purport to provide any tax advice to Client. Client should seek the advice of a third-party qualified tax advisor in connection with the Account to discuss tax-related concerns.

Legal Proceedings

ForeScite shall not have any duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, the Account.

Services and Terms Subject to Change

All ForeScite services, policies, agreements and terms of use may be revised and updated periodically, in which case related information and Agreements will be updated and made available on the Platform to reflect any material changes.

CLIENT WILL CAREFULLY READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADVISORY AGREEMENT BEFORE ENTERING AN ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS ADVISORY AGREEMENT CLIENT WILL ADDRESS THEM WITH FORESCITE BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS ADVISORY AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. CLIENT ACKNOWLEDGES AND AGREES THAT ALL THE FORESCITE AGREEMENTS, INCLUDING THIS ADVISORY AGREEMENT, ARE GOVERNED BY THE BINDING ARBITRATION CLAUSE SET FORTH IN THIS AGREEMENT. CLIENT UNDERSTANDS THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY FORESCITE, WITH REVISED TERMS POSTED ON THE PLATFORM. CLIENT AGREES TO CHECK THE APP AND WEBSITES FOR UPDATES TO THIS ADVISORY AGREEMENT. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN AN ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS ADVISORY AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED ADVISORY AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

ForeScite Inc. ("ForeScite") is an SEC registered investment adviser and has arranged for brokerage services to be provided by DriveWealth LLC., a registered broker-dealer and member of FINRA/SIPC. DriveWealth is not affiliated with ForeScite.

Investments in securities: Not FDIC Insured • No Bank Guarantee • May Lose Value Investing in securities involves risks, and there is always the potential of losing money when you invest in securities. Before investing, consider your investment objectives and risk tolerance levels and ForeScite's charges and expenses. The information provided herein is for illustrative purposes only and does not constitute personalized investment advice, recommendations or solicitations to hold, buy or sell any investment or security of any kind. ForeScite's internet-based advisory services are designed to assist clients in achieving investment goals. They are not intended to provide comprehensive tax advice or financial planning with respect to every aspect of a client's financial situation and do not incorporate specific investments that clients hold elsewhere. For more details, see our Form ADV Part 2A and Part 3 CRS and other disclosures.

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