



27 West 23rd Street, 6th Floor
New York, NY 10010
Tel: 646-600-8263

Advisor Agreement

This agreement (the "Agreement") is entered into between Betterment LLC ("Betterment") and MTG LLC d/b/a Betterment Securities ("Betterment Securities"), on one hand, and the registered investment advisor--or entity not required to register as an investment advisor pursuant to the Investment Advisers Act of 1940 (the "Advisers Act")--that is signatory to the Agreement ("Advisor"), on the other hand. The Agreement is effective as of the date Advisor provides Advisor's electronic signature.

WHEREAS, Advisor has entered into agreements with Advisor's Clients (as defined below);

WHEREAS, the separate agreements between Advisor and certain of Advisor's Clients grant Advisor the authority to enter into this Agreement;

WHEREAS, Betterment provides, among other things, software, advice, and digital services on a sub-advisory basis to the clients of registered investment advisors or entities not required to register as an investment advisor pursuant to the Investment Advisers Act of 1940 as part of an institutional service;

WHEREAS, Betterment Securities provides, among other things, custody and brokerage services to the clients of registered investment advisors that have engaged Betterment in connection with Betterment's institutional service; and

WHEREAS, Advisor and certain of Advisor's Clients desire to retain Betterment and Betterment Securities to provide Betterment and Betterment Securities's services to Advisor and certain of Advisor's Clients in the manner and on the terms set forth in the Agreement, and Betterment and Betterment Securities are willing to provide such services;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Betterment, Betterment Securities, and Advisor hereby covenant and agree as follows:

1. Definitions.

Capitalized terms not otherwise defined in the Agreement shall have the definition provided in this section.

Account. The brokerage account at Betterment Securities established in Client's name alone, in Client's name together with others, or in which Client has beneficial interest if the Account is an IRA; and in the context of Crypto, a Crypto Account (as defined in the Advisor Crypto Addendum).

Active Individual Advisor. Any employee or individual otherwise affiliated with Advisor who is associated with one or more funded Client Accounts on the Betterment for Advisors platform. An individual advisor ceases to be an Active Individual Advisor at such time as the individual advisor is no longer associated with any funded Client Accounts on the Betterment for Advisors platform.

Advisor Asset Amount. The aggregate dollar amount of all assets of Advisor's Clients custodied in Accounts on the Betterment For Advisors platform.

Betterment. Betterment LLC, a Securities and Exchange Commission Registered Investment Advisor located at 27 West 23rd Street, 6th Floor, New York, NY 10010. Also Betterment's officers, directors, employees, representatives, successors, assigns, and authorized agents. Betterment, its agents, service providers, or its affiliates acting on behalf of Betterment under the Agreement are authorized to perform the services contemplated by the Agreement. For purposes of the Agreement, references to affiliates of Betterment include their respective officers, directors, employees, representatives, agents, successors, and assigns.

Betterment For Advisors. The platform for Advisors and Clients, as described on the Website, being contracted for in the Agreement.

Betterment Informational Materials. All advertisements, as defined in Rule 206(4)-1 under the Advisers Act, prepared, used or disseminated by Advisor that (a) refer to the Website, any content on the Website, any intellectual property of Betterment, Betterment Securities, or any of its affiliates in any way, (b) describe the Website, any content on the Website, any intellectual property of Betterment, Betterment Securities, or any of its affiliates, (c) describe or characterize the duties of Betterment or Betterment Securities under this Agreement, or (d) any materials prepared by Betterment and distributed to Advisor relating to the Sub-Advisory Services, including but not limited to educational performance metrics and tearsheets.

Betterment Securities. MTG LLC, a FINRA member Broker-Dealer located at 27 West 23rd Street, 6th Floor, New York, NY 10010, doing business as Betterment Securities. Also Betterment Securities's officers, directors, employees, representatives, successors, assigns, and authorized agents. Betterment Securities, its agents, service providers, or its affiliates acting on behalf of Betterment Securities. For purposes of the Agreement or the Brokerage Agreement,

references to affiliates of Betterment Securities include their respective officers, directors, employees, representatives, agents, successors, and assigns.

Business Day. Monday through Friday, excluding U.S. stock exchange holidays.

Client. A natural person, corporation, partnership, trustee, custodian, or other entity with which Advisor has entered into a separate agreement, pursuant to which Advisor has the authority to enter into this Agreement.

Interface. The collection of tools, features, adjustments, inputs, and other controls within the Website which are provided to establish and manage the Account and access the Sub-Advisory Services.

Products. The investment products offered as part of the Sub-Advisory Services. Products may, but will not necessarily, include any of the following: exchange traded index funds, mutual funds, other similar equity related index funds, stocks, bonds, real estate investment trusts, master limited partnerships, money market funds, U.S. treasury funds, cash sweep accounts, and other liquid cash and cash-like vehicles, and Crypto (as defined in the Advisor Crypto Addendum).

Website. World Wide Web sites and mobile applications operated by Betterment, including www.betterment.com and <https://advisors.betterment.com> through which the Sub-Advisory Services are administered and, among other things, the Account is established, accessed, and managed by the Client and Advisor, and Account related information is made available. The Interface is part of the Website.

2. Retention of and Acceptance by Betterment. Advisor hereby retains Betterment to provide certain services to Advisor (described below) and to provide Sub-Advisory Services (as detailed below) or Crypto Sub-Advisory Services (as described in the Advisor Crypto Addendum) to Client with respect to Clients' Accounts upon the terms and conditions set forth herein, and Betterment hereby accepts such retention and agrees to render the services set forth herein. Advisor acknowledges that certain of Betterment's Sub-Advisory Services and Crypto Sub-Advisory Services are services that Advisor does not independently provide, and Betterment acknowledges that Advisor provides certain investment advisory services that Betterment does not independently provide. For the avoidance of doubt, Advisor will not be considered to be an advisory client of Betterment.

3. Compensation. In consideration for the Sub-Advisory Services performed by Betterment hereunder, Clients' Accounts shall pay to Betterment an advisory fee in respect of the Accounts, which shall be computed and payable in accordance with the terms in Betterment's direct agreement with Client. Additionally:

- (a) Advisor, Betterment, and Betterment Securities shall each contract separately and directly with each Client with respect to each party's advisory, brokerage, and

- custody fee arrangements (“Fees”). The terms of each party’s Fees from Client are to be documented and communicated to the other party via the Website.
- (b) Betterment’s separate agreements with Clients provide authority for Betterment to directly debit the Advisor’s Fees from Clients’ Accounts, as set forth in the separate agreements between Advisor and Clients, and to disburse Advisor’s Fees to Advisor.
 - (c) Betterment shall collect the Fees on a quarterly basis for the prior quarter or monthly basis for the prior month, such fee collection cadence as determined by Advisor. At the end of each quarter or month, Betterment will pay Advisor all of the Advisor’s Fees that have accrued to that date. Betterment will make such payment via an automated clearing house (ACH) transfer into a bank account provided by Advisor. Advisor is responsible for providing Betterment with accurate bank account information for such purposes and for maintaining the accuracy of such account information during the term of this Agreement. In the event that Advisor has failed to provide or update bank account information such that Betterment is unable to complete an ACH transfer, Advisor’s Fees will accrue at Betterment until such time as Advisor provides accurate bank account information or Advisor and Betterment mutually agree on an alternative payment method.
 - (d) Advisor’s Clients shall pay fees to Betterment for Betterment’s and Betterment Securities’ services. Advisor will be responsible for informing all Clients of the foregoing fees, and such fees will also be documented and communicated via the Website. Such fees shall be in addition to any fee paid by Client to Advisor as set forth in the separate agreement between Client and Advisor. In the event that the calculation of Betterment’s fees is dependent on the Advisor Asset Amount, Betterment shall assess the Advisor Asset Amount at the beginning of each calendar quarter or month, as applicable, and make any necessary changes promptly thereafter.
 - (e) In consideration for the services to be provided by Betterment to Advisor, Advisor shall pay Betterment a monthly fee in advance (the “Individual Advisor Fee”). For each month, the Individual Advisor Fee shall be equal to a specified dollar amount (the “Advisor Rate”) multiplied by the number of Active Individual Advisors as of the final Business Day of the prior month. The Advisor Rate and Individual Advisor Fee shall be documented and communicated to the Advisor via the Website. The Individual Advisor Fee shall be subject to a monthly minimum which shall be documented and communicated via the Website. Each month, Betterment will provide Advisor with an invoice or other means of notification indicating the total amount of such month’s Individual Advisor Fee, and Advisor will make such monthly payment within 30 days of receipt of such invoice or notification via a payment method to be mutually agreed upon in advance by the Parties. To the extent that the Individual Advisor Fee is due and has not been paid within 60 days of delivery of an invoice or notification, Betterment may withhold or offset the Advisor’s Fees in the amount of the unpaid Individual Advisor Fee.

- (f) Betterment may change Betterment's fees, including, but not limited to, the Individual Advisor Fee, at any time by giving 30 days prior written notice to Advisor. In addition, Betterment may, in its sole discretion, waive or reduce any of its fees.

4. The Sub-Advisory Services. Subject to the terms of Section 5 below, Betterment shall provide the following services to Client pursuant to the Agreement for any Client that separately agrees to Betterment and Betterment Securities agreements (collectively clauses 4(a)-(d), the "Sub-Advisory Services"), and if elected by Client, Betterment shall provide Client Crypto Sub-Advisory Services, which are set forth in the Advisor Crypto Addendum, attached below.

- (a) Betterment shall, subject to the supervision, input, and oversight of the Advisor, and consistent with the Client's Investment Policy Statement (the "IPS", as defined below), manage the investment and reinvestment of assets in the Account, including the purchase and sale of any Products. Pursuant to the Sub-Advisory Agreement between Betterment and Client, Betterment shall manage the Client's Account on a discretionary basis and act as Client's attorney-in-fact with limited power-of-attorney and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with the parameters set forth in the IPS.
- (b) Betterment shall recommend an investment plan to Client via the Interface that is based on Betterment's investment methodology regarding asset allocation strategies, ongoing portfolio management, and certain information and preferences provided by Advisor and/or Client (the "IPS"), information about which may be found on the Website. Advisor and Client may adjust the IPS via the available options in the Interface in order to provide further input for Betterment's discretionary investment management. The IPS memorializes the investment goals and strategic management policies governing the Client's Account.
- (c) Betterment shall provide to Clients and Advisors the services and features presented on the Website as currently available for Betterment For Advisors users, respectively, under the terms provided on the Website. By way of example:
 - a. Betterment shall provide Advisor with rights to access, view, and make certain changes in the Interfaces of Clients who have an Account.
 - b. Advisor will not be permitted to make withdrawals or deposits of funds except for those to or from Client's linked funding accounts, establish any sources for funding an Account or destinations for withdrawals from an Account, and will not have the authority to establish new Accounts on a Client's behalf.
- (d) Unless otherwise agreed to by Betterment and Advisor in a signed writing, Betterment shall determine the Products available for inclusion in the Sub-Advisory

Services. Betterment may change the Products available for inclusion in the SubAdvisory Services without notice to Advisor or Client, provided that those Products have daily liquidity.

For avoidance of doubt, Betterment is solely responsible for providing the Sub-Advisory Services in connection with the Account, independent of any other services Advisor may have agreed to provide to Client. Betterment is not contracting to provide any other investment advisory services to Advisor or Clients outside of Clients' Accounts. Further, Betterment will have no responsibility or liability for Advisor's recommendation of Betterment's services, nor will Betterment have any obligation to supervise or monitor the investment advisory or other services provided by Advisor to its clients. Betterment advisor support personnel may provide technical assistance with Betterment's platform, but Advisor understands and agrees that Betterment advisor support personnel do not provide investment advice, and Betterment will have no responsibility or liability for any losses arising from or in connection with the actions or omissions of Betterment advisor support personnel. Crypto Sub-Advisory Services are set forth in the Advisor Crypto Addendum.

5. Model Portfolios. Advisor acknowledges that Betterment may make available certain model investment portfolios developed by third-party providers (each, a "Model Portfolio Provider") to provide some or all Advisors and Clients with Products and/or allocations (a "Model Portfolio") that differ from the Products and/or allocations Betterment has selected based on Betterment's investment methodology. If instructed by Advisor in accordance with the terms of this Agreement, Betterment will invest a Client's assets in a Model Portfolio. Notwithstanding anything to the contrary in Section 4 above, Betterment will not recommend an IPS to a Client who is placed in a Model Portfolio and will instead allocate the Client's accounts in accordance with the parameters specified by the Model Portfolio selected by the Advisor. With respect to a Client in a Model Portfolio, Advisor, and not Betterment, shall be responsible for managing the Client's account on the basis of the Client's financial situation and investment objectives. Advisor will be responsible for informing all Clients who are placed in a Model Portfolio (i) that they are placed in a Model Portfolio and not a Betterment-selected portfolio and (ii) of the foregoing allocation of responsibilities between Betterment and Advisor. Advisor understands that certain features of the Interface may not work in conjunction with a given Model Portfolio, and that Advisor is responsible for explaining these limitations to Client. In connection with the use of any Model Portfolio, Advisor makes the representations warranties, and acknowledgements set forth in Exhibit A hereto. Except as explicitly modified by this Section, all provisions of this Agreement will remain in effect, and Betterment shall provide services as described herein to Advisor and Client.

6. Exclusivity. Each of the parties acknowledges and agrees that (a) each will manage accounts and perform services for others apart from under this Agreement; (b) depending upon investment objectives and cash availability, each may sell a particular Product for certain accounts, and buy such Product for other accounts and, accordingly, transactions in particular

accounts may not be consistent with transactions in other accounts or with some of such party's investment recommendations; (c) where there is a limited supply of a Product, each will use its best efforts to allocate or rotate investment opportunities, but that absolute equality among all of Betterment's Accounts and Clients cannot be assured; and (d) each party, its directors, officers, employees, or agents may from time to time have an interest, direct or indirect, in a Product which is purchased, sold, or otherwise traded for an Account, and such party may effect transactions in such products for an Account which may be the same as or different from the action which such party and/or such other persons may take with respect thereto for its or other accounts.

7. Brokerage Services. Advisor and Betterment hereby agree to accept Clients' appointment of Betterment Securities as broker-dealer and custodian for Clients' Accounts (excluding Crypto Accounts) in connection with Betterment's Sub-Advisory Services. Betterment Securities accepts such appointment and shall provide custody and brokerage services for each Client's Account, per Client's appointment and pursuant to a separate agreement between Client and Betterment Securities. Advisor and Betterment acknowledge that the Client's self-directed appointment of Betterment Securities for brokerage services may not result in the lowest commissions and/or custody fees.

8. Responsibilities of Advisor. In connection with any Account of Advisor's Clients, the Advisor shall:

- (a) Be responsible for monitoring each Account on an ongoing basis.
- (b) Ensure that each Client's personal information on the Website is accurate and up to date.

As between Betterment and Advisor, Advisor has primary responsibility for Client communications. Betterment will from time to time notify Advisor of information or developments affecting Clients, and Advisor will be solely responsible for: (i) determining whether to notify Clients of such information or developments; and (ii) communicating the appropriate information to Clients.

Notwithstanding the foregoing, Betterment and its affiliates may communicate directly with Clients as may be required by law, rule or regulation, such as furnishing brokerage confirmations and account statements, or as Betterment and its affiliates reasonably determine is necessary or appropriate to fulfill their legal obligations to Clients. In the event Betterment sends non-routine communications to Clients, Betterment and its affiliates will make a good faith effort to: (a) provide copies or otherwise notify Advisor of any such communications; and (b) encourage Clients to contact their Advisor with any inquiries relating to such communications.

- 9. Responsibilities of Betterment.** In connection with any Advisor's Clients' Accounts, Betterment shall:
- (a) Manage the Clients' Accounts on the basis of the financial situation and investment objectives provided to Betterment by Advisor and/or Clients and in accordance with any reasonable restrictions imposed.
 - (b) Maintain a compliance program in accordance with the requirements of the Advisers Act.
 - (c) Maintain policies and procedures and controls reasonably designed to address business continuity and/or disaster recovery while continuing to safeguard any information regarding the Account.

10. Representations and Warranties of the Parties.

- (a) Betterment and Advisor represent and warrant to the other that: (i) the performance of its obligations hereunder does not violate any law or regulation of a governmental body having jurisdiction thereon, or any right of any third party, including, but not limited to, any property (including intellectual property) or privacy right; and (ii) it has all the necessary legal and corporate authority to enter into and perform under this Agreement.
- (b) Advisor represents and warrants to Betterment as follows:
 - a. Advisor is an investment advisor registered with the Securities and Exchange Commission as such under the Investment Advisers Act of 1940 and/or all State regulatory bodies with which Advisor is required to be registered, and at all times during the effectiveness of this Agreement shall remain so, or is an entity not required to register as an investment advisor pursuant to the Investment Advisers Act of 1940.
 - b. Each employee at Advisor who provides investment advisory services is duly licensed with State and/or Federal authorities as required by the relevant laws and regulations, has made all notice filings with respect to its investment advisor business with State and/or Federal authorities if required, and is in good standing with said State and/or Federal authorities, if required. Further, Advisor will continually monitor and supervise each employee at Advisor who provides investment advisory services to ensure such employees comply with all relevant rules, regulations, and firm policies.
 - c. Advisor and its employees are and at all times during the course of the Agreement will continue to be in compliance with the applicable registration, qualification, financial reporting, and other requirements of the Securities and Exchange Commission, if required, and of every state to the extent Advisor or any of its employees is subject to the jurisdiction of the state, if required.

- d. Adviser shall abide by all relevant laws and regulations, and provide each Client with all required documents and disclosures at all times required by the relevant laws and regulations.
- e. Advisor will ensure that any Betterment Informational Materials prepared, used or disseminated by Advisor comply with Rule 206(4)-1 under the Advisers Act, or any successor thereto. To the extent Advisor receives any hypothetical performance related Betterment Informational Materials from Betterment, Advisor should not distribute such performance displays to retail investors in accordance with Rule 206(4)-1 under the Advisers Act, or any successor thereto.
- f. Advisor has entered into a separate written agreement with every Client that Advisor brings to Betterment pursuant to the Agreement. These written agreements grant Advisor with the authority to enter into this Agreement.
- g. Betterment's engagement, pursuant to the Agreement, does not violate or contravene any obligation by which Advisor is bound.
- h. Advisor has disclosed to Client before Client opens an Account the total Fee that Advisor and Betterment will receive, as well as the portion of the Fee that Advisor and Betterment will each receive.
- i. Advisor represents that Advisor has used reasonable diligence, in regard to the opening and maintenance of every account, to know (and retain) the essential facts concerning each Client and concerning the authority of each person acting on behalf of such Client.
- j. Advisor has received and reviewed the Advised Client Funds Transfer Authorization to which each Client consents when opening an Account and understands the scope and nature of the authority conferred therein.
- k. Advisor has primary responsibility for communicating with its Clients except for those communications which are required by law, rule or regulation, including without limitation brokerage confirmations and account statements, and as Betterment and its affiliates may otherwise reasonably determine is necessary or appropriate to fulfill their legal obligations to Clients.
- l. Advisor will ensure that every employee of Advisor abides by the terms of the Agreement.
- m. Advisor will notify Betterment immediately in writing if any representation or warranty Advisor makes hereunder becomes incorrect for any reason.

(c) Betterment represents and warrants to Advisor as follows:

- a. Betterment is an investment advisor registered with the Securities and Exchange Commission as such under the Investment Advisers Act of 1940 and/or all State regulatory bodies with which Betterment is required to be registered, and at all times during the effectiveness of this Agreement shall remain so.

- b. Betterment shall prepare and retain all records relating to the accounts and its services hereunder required by applicable law.
- c. Betterment shall have responsibility for providing Betterment's Form ADV and privacy policy to Client. Betterment shall provide a copy of Betterment's Form ADV and privacy policy to Client when Client first signs up for the Account, and shall subsequently provide a copy of Betterment's Form ADV to Client upon any material amendment (at a minimum, on an annual basis as required).
- d. Betterment has the experience and knowledge in the area of investments and management of client accounts dedicated to such investments necessary to perform its obligations under this Agreement.
- e. Betterment will notify Advisor as soon as reasonably practicable in writing if any representation or warranty Betterment makes hereunder becomes incorrect for any reason.

11. Account Information. Each of the parties acknowledges and agrees that information about it and any of the Accounts may be shared by each of them with their affiliated companies and also may be shared by them with unaffiliated companies solely for use in connection with management of Betterment and fulfillment of their respective obligations under this Agreement. Neither Betterment nor Advisor shall share private information relating to the Accounts with any person or entity other than as aforesaid and as permitted or required by applicable law.

Advisor can request that Betterment send Advisor's Clients' data (including, but not limited to, Clients' personally identifying information and securities transaction and holdings information) ("Client Data") to a non-Betterment computer system, whether created and maintained by Advisor or a third party service provider or vendor ("Computing System"), including, but not limited to, portfolio management systems, reporting systems, financial planning systems, client relationship management systems, and compliance systems. If Advisor makes such a request of Betterment, Advisor represents that Advisor will have first obtained from their Clients all authorizations necessary for release of Client Data to Computing Systems in a manner consistent with all applicable privacy laws and regulations. Advisor represents and warrants that it has distributed its privacy policy to all clients whose Client Data will be transmitted, exported, downloaded, or accessed to a Computing System, and that such privacy policy describes and does not restrict Advisor from allowing such Computing Systems to obtain, process, and store such Client Data. Betterment has the right to deny any such request in its sole discretion, and may request additional information or assurance from Advisor before granting an Advisor's request. Betterment reserves the right to cease transmitting Client data to any Computing System at any time in Betterment's sole discretion. Betterment reserves the right to charge Advisor for the service of and costs

incurred in providing Client Data to Computing Systems at Advisor's request; any such agreement shall be documented between the parties separately from this Agreement.

Advisor is solely responsible for determining the security and suitability of the Computing Systems to which it instructs Betterment to send Client Data. Advisor represents that it will ensure that such Computing Systems maintain written policies and procedures reasonably designed to ensure the security and confidentiality of Client Data and to protect it against loss, theft, or unauthorized use, access, disclosure or acquisition. Advisor agrees to promptly notify Betterment if Advisor becomes aware of any loss, theft, or any unauthorized use, access or disclosure or acquisition of Client Data via any Computing System.

Advisor understands and acknowledges that in making Client Data available (i) Betterment provides raw Client Data files; (ii) any further compilation, manipulation, transformation or formatting of Client Data is done outside of Betterment (and Betterment shall not be responsible for any errors, mistakes, failures or other problems resulting from any such further compilation, manipulation, transformation or formatting); (iii) Betterment is not responsible for monitoring the successful sending of Client Data or reconciling the Client Data that is sent; (iv) Betterment is not responsible for information contained in any reports that might be created or transmitted utilizing Client Data, including but not limited to performance reports.

Client Data is provided by Betterment on an "as is" and "as available" basis. Advisor acknowledges that none of Betterment, and its affiliates, partners, officers, directors, employees, and successors and assigns, are making any representation or warranty, express or implied, as to the accuracy or completeness of any Client Data or with respect to Advisor's Computing Services' receipt or use of the Client Data and Betterment's transmission services.

Betterment expressly disclaims all warranties of any kind, whether express or implied, as to Client Data or Betterment's transmission services including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Betterment makes no warranty or commitment to Advisor that (i) Client Data or Betterment's transmission services will meet Advisor's requirements; (ii) the transmission or receipt of Client Data will be uninterrupted, timely, secure, or error-free; (iii) Client Data that is obtained by Advisor or Computing Systems will be accurate, complete or reliable; or (iv) any errors in the transmission services or the Client Data will be corrected. Advisor expressly understands and agrees that Advisor's and/or the Computing Systems' use of Client Data and Betterment's transmission service is at Advisor's sole risk.

Advisor understands that Advisor is responsible for all acts and omissions relating to the use of the Service, including all information Advisor provides to Betterment through the Interface and Website while logged in under Advisor's Username and Password. Advisor understands and agrees that it is Advisor's responsibility to maintain the confidentiality of Advisor's Password, to store Advisor's Password in a secure manner, not to share Advisor's Password with any other individual, and to change the Advisor Password regularly. Advisor agrees to log into Advisors Account and regularly, to monitor for unauthorized access, and to notify Betterment immediately in writing if Advisor and/or Advisor's Client becomes aware of any unauthorized use of Advisor or Advisor's Client Username and Password. Neither Betterment Securities, Betterment, nor any affiliate of Betterment Securities or Betterment will be liable to Advisor or Advisor's Client or to any other person for any claim with respect to orders Betterment places on behalf of Advisor's Client based on any information provided without Advisor or Advisor's Client's authorization through the Interface and Website.

Advisor agrees that Betterment will not be liable to Advisor and its affiliates, partners, officers, directors, employees, and successors and assigns for any and all liability and expenses, including reasonable attorneys' fees, Advisor may incur arising from, or in connection with, Betterment sending Client Data to Computing Systems. Advisor understands and agrees that Betterment cannot control what Computing Systems may or may not do with Client Data. Advisor understands that Betterment shall not be responsible for, or incur any liability in respect of, the acts, omissions, determinations or legal or regulatory compliance efforts arising from or relating to the Client Data, any third party or vendor, products or services that may use the Client Data and/or transmission, receipt, access, use, export, or download of any Client Data done by Advisor, Advisor's selected Computing Services, or otherwise at Advisor's direction or request. Advisor agrees that Betterment will not be liable to Advisor and its affiliates, partners, officers, directors, employees, and successors and assigns for any modification or discontinuance of any Computing System's offerings or services, whether as a result of Betterment's suspension or termination of the arrangement hereunder or for other reasons. Betterment shall not have any liability to Advisor or its third party service providers or vendors as a result of Advisor's and/or its third party service providers or vendors' use or inability to use, Betterment's decision to cease sending Client data to Advisor or Computing Systems, or any errors in any Client Data or the transmission services.

Advisor agrees to defend, indemnify and hold harmless Betterment, Betterment Securities, and their affiliates, partners, officers, directors, employees and successors and assigns thereof ("Indemnified Parties") from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal fees and expenses) ("Damages") arising from third party claims which allege: (i) failure by Advisor or Computing Systems to comply with this agreement or

failure by Advisor or Computing Systems to otherwise comply with any obligations to Betterment with regards to the Client Data; (ii) the unauthorized access or use of the Client Data by Advisor or Computing Systems or Advisor's agents or representatives; or (iii) any negligent or willful acts, errors, or omissions by Advisor or Computing Systems or Advisor's agents or representatives in the performance of this Agreement, provided, however, that Advisor shall not be obligated to indemnify any Indemnified Party in the event that, and solely to the extent that, the Damages result from the gross negligence or willful misconduct of Betterment.

- 12. Confidential Information.** Each of Betterment and Advisor agree to maintain the confidentiality of the terms of this Agreement, each party's trade secrets and any documents or information supplied by either party (including the contents of any Model Portfolios) that is not otherwise in the public domain or previously known to the other party relating to the business of each respective party (collectively, the "Confidential Information"). In particular, the parties will not disclose the Confidential Information to any outside party (except as required by law, judicial process or regulation or upon request by a regulator having jurisdiction over such party), the parties will not use the Confidential Information for any purpose other than the performance of their respective obligations under this Agreement, and will use their best efforts to prevent the unauthorized disclosure of all Confidential Information.

13. Liability and Indemnification.

- (a) Liability. The duties of each of Betterment and Advisor shall be confined to those expressly set forth in this Agreement. Except with regard to claims indemnifiable under Section 13(b), neither Betterment nor Advisor shall have liability for any indirect, incidental, consequential, special, exemplary, or punitive damages to each other even if Betterment or Advisor, as the case may be, has been advised of the possibility of such damages. Betterment shall not be liable for any loss arising out of any investment or disposition hereunder, except a loss directly resulting from willful misfeasance, bad faith, or negligence in the performance of its duties, or by reason of reckless disregard of its obligations and duties hereunder. Furthermore, under no circumstances shall Betterment be liable for any loss arising out of (i) any act or omission taken by Advisor, another sub-advisor, or any other third party (1) in respect of any portion of a Client's assets not managed by Betterment pursuant to this Agreement and the separate Sub-Advisory Agreement between Betterment and Client, or (2) in connection with the selection or management of a Model Portfolio, or (ii) features of the Interface that are not designed to work in conjunction with a given Model Portfolio, or (iii) the Advisor's failure to notify Clients of information or developments in accordance with Section 8. Notwithstanding the foregoing, nothing herein shall be deemed to relieve Betterment or Advisor of any liability it would otherwise have under applicable federal securities laws. Except as expressly set forth

herein, neither party makes any warranty, express or implied, statutory or otherwise, as to any matter whatsoever.

- (b) Indemnification. (i) The Advisor shall indemnify the Indemnified Parties for any liability and expenses, including reasonable attorneys' fees, arising from, or in connection with, Advisor's breach of this Agreement or its representations and warranties herein or as a result of Advisor's willful misfeasance, bad faith, negligence, reckless disregard of their duties hereunder or violation of applicable law; provided, however, that the Indemnified Parties shall not be indemnified for any liability or expenses that may be sustained as a result of the Indemnified Parties' willful misfeasance, bad faith, negligence, or reckless disregard of its duties hereunder. Further, Advisor shall indemnify the Indemnified Parties for any liability and expenses, including reasonable attorneys' fees, arising from, or in connection with, (1) any investment decision Advisor makes with respect to an Account or any decision or modification Advisor makes in or to a Client's Interface, including, but not limited to, Advisor's selection of any Model Portfolio or any act or omission taken by Advisor in connection with the management of any Model Portfolio, or (2) features of the Interface that are not designed to work in conjunction with a given Model Portfolio; and (ii) Betterment shall indemnify Advisor for any liability and expenses, including reasonable attorneys' fees, arising from, or in connection with, Betterment's breach of this Agreement or its representations and warranties herein or as a result of Betterment's willful misfeasance, bad faith, negligence, reckless disregard of their duties hereunder or violation of applicable law; provided, however, that Advisor shall not be indemnified for any liability or expenses that may be sustained as a result of the Advisor's own willful misfeasance, bad faith, negligence, or reckless disregard of its duties hereunder. Further, Betterment shall indemnify Advisor for any liability and expenses, including reasonable attorneys' fees, arising from, or in connection with, any investment decision Betterment makes with respect to an Account.

- 14. Access Interruptions.** Advisor understands that neither Betterment Securities nor Betterment guarantee that access to the Website and Account via the Interface will be available all the time. Betterment Securities and Betterment reserve the right to reasonably suspend access without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the Website, and hence, 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 Betterment Securities or Betterment's ability to communicate with Betterment Securities, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Advisor agrees that neither Betterment nor Betterment Securities will be liable to Advisor for losses of any kind incurred by Advisor resulting from such access limitations or unavailability.

- 15. Access Suspension.** Betterment, at its sole discretion, may prevent Advisor or any of its directors, members, officers, partners, managers, or employees from accessing the Interface without prior notice to Advisor. Upon suspension, Betterment will contact Advisor and explain the reason for the suspension and work with Advisor to address any issues or concerns.
- 16. Termination.**
- (a) The Agreement may be terminated by either Betterment or Advisor upon thirty (30) days written notice of such termination delivered to the other party. Upon such termination, the parties agree to cooperate with each other to ensure an orderly transition of accounts.
 - (b) Termination of the Agreement shall not affect the right of the Advisor or Betterment to receive payment on the unpaid balance of Fees or Individual Advisor Fees payable under the Agreement and earned prior to such termination. Notwithstanding termination of the Agreement in accordance with Section 16(a), the Individual Advisor Fee shall continue to accrue and be payable for so long as Advisor has funded Client Accounts on the Interface.
 - (c) Upon termination of the Agreement in accordance with Section 16(a), Betterment shall move Advisor's Clients to a new agreement with Betterment and keep Client's Account(s) with Betterment under such new agreement. Betterment will not interfere with Advisor's efforts to move Clients to another platform.
 - (d) If Advisor and a Client terminate their investment advisory relationship for any reason, Betterment will keep Client's Account(s) with Betterment under a new agreement. Client signals Client's acceptance to the new agreement by not terminating Client's Account with Betterment. Advisor covenants to inform Betterment immediately if Client's relationship with Advisor is terminated.
 - (e) Advisor cannot close an Account on behalf of a Client. Clients must terminate their own account in accordance with the procedures provided in Betterment and Betterment Securities's separate agreements with Clients.
- 17. Survival.** The provisions of Sections 13, 16, 26, and 27 shall survive the termination of the Agreement.
- 18. Amendment.** The Agreement may only be modified, or any rights under it waived, by the parties' mutual written consent. For purposes of this section, however, Advisor shall be deemed to consent to an amendment of the Agreement by not objecting in writing within 30 days to any amendment to the Agreement Betterment provides via email to Advisor.

- 19. Assignment.** Neither party may assign the Agreement without the other party's prior written consent, provided however that Betterment shall have the right to assign this Agreement to an affiliate of Betterment without prior written consent.
- 20. Independent Contractor Status.** In performing obligations under this Agreement, each party will be an independent contractor (rather than employee, agent, or representative) of the other party, and will have no authority to act for or bind the other party. This agreement will not be construed as creating a joint venture, partnership, franchise, or agency relationship between the parties. None of either party's employees is entitled to any employment rights or benefits of the other party, and no state registration or notification requirement will create an employment relationship between Betterment and Advisor's employees.
- 21. Intellectual Property.** All right, title, copyright, and other interest in and to any part of or all of the Website and any other Betterment system, software, or technologies shall at all times remain the sole and exclusive property of Betterment.
- 22. Use Of Betterment's And Advisor's Names and Logos.**
- (a) During the term of this Agreement, Advisor may use the Betterment name, refer to Betterment, describe Betterment and/or describe or characterize the duties of Betterment hereunder in Betterment Informational Materials (x) strictly as necessary to satisfy disclosure requirements under applicable rules, laws, and/or regulations, or (y) otherwise in accordance with the terms of this Agreement. Upon Betterment's request, Advisor will provide Betterment copies of Betterment Informational Materials prepared, used or distributed by Advisor.
 - (b) Advisor grants Betterment a license to display and distribute Advisor's name, logos, and any other intellectual property Advisor provides to Betterment in connection with the Sub-Advisory Services.
- 23. Regulation S-P.** In accordance with Regulation S-P, if non-public personal information regarding any party's customers or consumers is disclosed to the other party in connection with this Agreement, the other party receiving such information will not disclose or use that information other than as necessary to carry out the purposes of this Agreement.
- 24. Miscellaneous.** The heading of each provision of the Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

25. **Notices.** All written notices to Advisor under the Agreement shall be sent to Advisor in electronic form through the email address Advisor keeps on record with Betterment. All written notices to Betterment under the Agreement shall be sent to Betterment at support@bettermentforadvisors.com. The parties may mutually agree to provide notices in an alternative fashion.
26. **Severability.** If one or more of the provisions contained in the Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provision will be considered inoperable to the extent of such invalidity, illegality, or unenforceability, and the remainder of this Agreement will continue in full force and effect.
27. **No Construction Against Drafter.** The parties are sophisticated and have had the opportunity to be represented by their separate attorneys throughout the transactions contemplated by the Agreement. As a consequence, if an ambiguity or a question of intent or interpretation arises, the Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of the Agreement.
28. **Entire Agreement.** The Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and verbal) regarding such subject matter.
29. **Dispute Resolution.** *IN THE EVENT OF ANY DISPUTE OR DISAGREEMENT BETWEEN THE PARTIES HERETO EITHER WITH RESPECT TO THIS AGREEMENT OR THE SUBJECT MATTER THEREOF, EACH PARTY WILL APPOINT A REPRESENTATIVE WHOSE TASK IT WILL BE TO MEET WITH THE REPRESENTATIVE APPOINTED BY THE OTHER PARTY FOR THE PURPOSE OF ENDEAVORING TO RESOLVE SUCH DISPUTE OR DISAGREEMENT. NO FORMAL PROCEEDINGS FOR THE RESOLUTION OF SUCH DISPUTE OR DISAGREEMENT MAY COMMENCE UNTIL EITHER ONE OF THE TWO REPRESENTATIVES CONCLUDES IN GOOD FAITH THAT AN AMICABLE RESOLUTION THROUGH CONTINUED NEGOTIATIONS OF THE MATTER DOES NOT APPEAR LIKELY. ANY SUCH DISPUTE OR DISAGREEMENT SHALL BE RESOLVED BY ARBITRATION PURSUANT TO THIS SECTION, AND IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, ARBITRATION SHALL BE CONDUCTED BY A NEUTRAL ARBITRATOR SELECTED BY THE AAA WHO IS KNOWLEDGEABLE IN FINANCIAL SERVICES. THE PLACE OF ARBITRATION SHALL BE IN NEW YORK, NEW YORK WITH THE LAWS OF THE STATE OF DELAWARE APPLIED TO THE PROCEEDINGS WHERE FEDERAL LAW DOES NOT GOVERN. THE PROCEDURAL COSTS OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES AND EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN ATTORNEYS' FEES, UNLESS THE ARBITRATOR AWARDS*

OTHERWISE. THE ARBITRATOR'S AWARD SHALL BE IN WRITING, AND SHALL INCLUDE A STATEMENT OF REASONS. THE ARBITRATOR'S DECISION AND AWARD SHALL BE FINAL AND BINDING AND MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK PRELIMINARY RESTRAINING ORDERS, PRELIMINARY INJUNCTIONS OR OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION PRIOR TO COMMENCING OR PENDING THE COMPLETION OF THE PROCEDURE SET FORTH HEREIN.

- 30. Electronic Signature.** Advisor's intentional action in electronically signing the Agreement is valid evidence of consent to be legally bound by the Agreement. The electronically stored copy of the Agreement is considered to be the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Advisor agrees not to contest the admissibility or enforceability of Betterment's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If the individual who electronically signed the Agreement did so on behalf of a corporation or other entity, the individual represents and warrants that they have all the necessary legal and corporate authority to enter into this agreement on behalf of the corporation or other entity.
- 31. B+ Institutional Services, LLC.** B+ Institutional Services LLC, a SEC Registered Investment Advisor ("B+"), and Betterment LLC, a SEC Registered Investment Advisor ("Betterment"), previously had a relationship whereby B+ introduced certain investment advisors or organizations to Betterment, and in return for B+'s solicitation services, Betterment paid B+ 40% of the fees generated from Betterment's Wrap Fee Program. For certain investment advisors solicited by B+, the Betterment payment to B+ was reduced to 10% of the fees generated from Betterment's Wrap Fee Program after an asset-based threshold for that advisor has been exceeded. This solicitation agreement was terminated by the parties in October 2022 and B+ no longer solicits on behalf of Betterment. For existing Advisors who were introduced to Betterment through B+, Betterment continues to pay B+ a percentage of fees as described above, but no new firms or Advisors will be subject to the revenue share.
- 32. Client Agreement Automation Function.** The Client Agreement Automation function (as described on the advisors.betterment.com website) is an optional service that Betterment provides to advisors. It is Advisor's decision solely whether to use the Client Agreement Automation function or not. By electing to use the Client Agreement Automation function, Advisor:
- Represents and warrants that Advisor has inspected the Client Agreement Automation function, and has read and understands the description of the Client Agreement

Automation function, both located on the advisors.betterment.com website. Advisor further represents and warrants that Betterment has not provided any advice as to the suitability of the Client Agreement Automation function for Advisor;

- Represents and warrants that Advisor has determined that the Client Agreement Automation function is a proper way to deliver and execute Advisor's agreements and/or Form ADV and initial privacy disclosure. Advisor further represents and warrants that if Advisor sees fit, Advisor will supplement the method of delivery and execution of Advisor's agreements and/or Form ADV and initial privacy disclosure as necessary;
- Understands and agrees that Betterment and Betterment Securities have not and will not review any of Advisor's agreements between Advisor and/or Advisor's advisory firm and Advisor's clients;
- Understands and agrees that Betterment and Betterment Securities have no rights, responsibilities, or obligations in any form whatsoever with respect to any of Advisor's agreements between Advisor and/or Advisor's advisory firm and Advisor's clients;
- Understands and agrees that Betterment and Betterment Securities provides the Client Agreement Automation function "as is", and that Betterment and Betterment Securities make no warranties regarding its performance; and
- Agrees to hold harmless and indemnify Betterment, Betterment Securities, and their respective officers and employees in connection with Advisor's decision to use and use of the Client Agreement Automation function.

33. Section 13 Reporting. Betterment and Advisor agree that only Betterment will exercise "investment discretion" with respect to Accounts within the meaning of Section 13(f) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and that Betterment shall be responsible for filing any required reports pursuant to Section 13(f) and the rules thereunder.

If any term on the <https://advisors.betterment.com> website conflicts with the term in this Agreement, the term in this Agreement shall govern.

BETTERMENT LLC	MTG LLC d/b/a Betterment Securities	Advisor
By:  Name: Seth Rosenbloom Title: General Counsel	By:  Name: Boris Khentov Title: President	By: <u>[Electronically Signed]</u>

Exhibit A

Advisor hereby makes the following representations, warranties and acknowledgements in connection with the use of any Model Portfolios:

1. Advisor agrees that it will not reproduce, transmit, sell, distribute, enable the distribution of, publish, broadcast, circulate, modify, disseminate or commercially exploit any Model Portfolio or derivative thereof, without the prior written consent of the applicable Model Portfolio Provider, and that the applicable Model Portfolio Provider shall have the right to enforce such restrictions.
2. Advisor acknowledges and understands that (i) investments made pursuant to Model Portfolio allocations may involve substantial risks and conflicts of interests and could result in the loss of all or a substantial portion of the assets invested pursuant to a Model Portfolio allocation, and (ii) the risks and conflicts associated with respect to each Model Portfolio are set forth in the offering documents in respect of the Products comprising the Model Portfolio and the Form ADV of the applicable Model Portfolio Provider.
3. Advisor acknowledges and agrees that (i) it, and not the Model Portfolio Provider, has responsibility for providing individualized investment advice and portfolio management services to its Clients and for implementing its discretion in respect of the Model Portfolios, (ii) it, and not the Model Portfolio Provider, is acting as adviser and fiduciary to each Client and (iii) it is not acting as an agent of the Model Portfolio Provider.
4. Advisor acknowledges and agrees that (i) it will not use the trademark of any Model Portfolio Provider in any manner unless expressly authorized to do so, including on any materials it makes available to Clients, (ii) it will not distribute unauthorized advertisements or materials describing any Model Portfolio Provider or its Model Portfolios and (iii) the applicable Model Portfolio Provider shall have the right to enforce such restrictions.
5. Advisor acknowledges that if Advisor selects a Model Portfolio for a Client, Advisor shall have limited or no ability to replace, remove, or alter the underlying Products which make up such Model Portfolio.
6. Advisor acknowledges that (i) the Model Portfolios will not be updated on a continuous basis and the information contained therein may be outdated and (ii) the absence of frequent updates may have an adverse impact on the usefulness of such Model Portfolios.
7. Advisor represents that, with respect to each Model Portfolio Provider, (i) no advice provided by such Model Portfolio Provider to Betterment or, indirectly, to any Advisor, has formed or will form a primary basis for any advice provided by Betterment or any Advisor to a Client, (ii) (1) it is independent of and unaffiliated with such Model Portfolio Provider and is (A) an investment adviser registered under the Investment Advisers Act of 1940 (the “Advisers Act”) or, if not so registered by reason of paragraph (1) of section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business, or is an entity not

required to register as an investment adviser pursuant to the Advisers Act, or (B) a fiduciary that holds, or has under management and control, total assets of at least \$50 million; (2) it is capable of evaluating investment risks independently, both in general and with regard to the transactions contemplated by, and the Products described in, this Agreement, (3) such Model Portfolio Provider is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated by this Agreement or the Model Portfolios, (4) with respect to any Client subject to Title I of ERISA or Section 4975 of the Code, it is a fiduciary under ERISA and/or the Code with respect to the transactions contemplated by this Agreement, and is responsible for exercising independent judgment in evaluating such transactions and (5) it understands and has been fairly informed of the existence and nature of the financial interests of the Model Portfolio Provider in the transactions contemplated by this Agreement and the Model Portfolios.

8. Advisor acknowledges and agrees that to the extent permitted by law, neither the Advisor nor any Client shall have any recourse against the provider of any Model Portfolio in connection with the Adviser's use of any Model Portfolio for their Clients' accounts, other than in the event such losses result from the Model Portfolio Provider's gross negligence or willful misconduct.
9. Advisor acknowledges that Model Portfolios are not available on all Betterment platforms, and as such Client may be required to liquidate Client's Account with Betterment to the extent that such Client's Account is allocated to a Model Portfolio and Client's relationship with Advisor and/or Advisor's relationship with Betterment, is terminated.
10. Advisor acknowledges and agrees that: (i) the availability of a Model Portfolio should not be construed as, and is not, a recommendation as to the advisability of utilizing such Model Portfolio; (ii) Advisor should conduct their own due diligence on the underlying Products; (iii) Advisor is aware that a Model Portfolio may include Products sponsored by the applicable Model Portfolio Provider or an affiliate thereof, and therefore such Model Portfolio Provider is subject to a potential conflict of interest in that it may be incentivized to include such affiliated Products in constructing such Model Portfolio; and (iv) no Model Portfolio Provider is providing investment advice to any Advisor or Client, and no Model Portfolio Provider is making any representations regarding the suitability of any Model Portfolio for Advisor or Client.

ADVISOR CRYPTO ADDENDUM
(CRYPTO ADVISORY SERVICES ONLY)

This Advisor Crypto Addendum (the “Advisor Crypto Addendum”) is entered into between Betterment LLC (“Betterment”), on one hand, and the registered investment advisor--or entity not required to register as an investment advisor pursuant to the Investment Advisers Act of 1940--that is signatory to the Advisor Agreement (“Advisor”), on the other hand. The Advisor Crypto Addendum is effective as of the date Advisor’s electronic signature (the “Effective Date”).

The Parties have previously entered into an agreement concerning the provision of software, advice, and digital services on a sub-advisory basis (the “Advisor Agreement”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Advisor Agreement.

1. *Acceptance and Authorization.* This Advisor Crypto Addendum modifies and supplements the Advisor Agreement as applied to Betterment’s provision of certain Crypto Sub-Advisory Services (described below) to Advisor and to Client upon the terms and conditions set forth herein. Specific provisions concerning Crypto Fees and Crypto Sub-Advisory Services are set forth below in this Advisor Crypto Addendum, and incorporated provisions from the Advisory Agreement are described in Section 5 (Advisor Agreement Incorporation). The Advisor Crypto Addendum does not modify the Advisor Agreement with respect to Betterment’s services other than Crypto Sub-Advisory Services. To receive Crypto Sub-Advisory Services, Advisor must acknowledge and accept the terms of both the Advisor Agreement and this Advisor Crypto Addendum.
2. *Definitions.* Capitalized terms used but not defined or modified herein shall have the meaning ascribed to such terms in the Advisor Agreement.
 - a. **Crypto.** Cryptocurrency, tokens, smart contracts, and any other digital assets.
 - b. **Crypto Account.** The account held in Client’s name at Gemini containing Crypto and fiat assets, for which Betterment provides Crypto Sub-Advisory Services.
 - c. **Crypto Sub-Advisory Services.** The discretionary investment advisory services relating to the management of Client’s Crypto Account provided by Betterment to Client primarily over the internet through the Website and Interface, as described in the Sub-Advisory Agreement between Betterment and Client (the Sub-Advisory Agreement is available at www.betterment.com/advisedcustomeragreement).
 - d. **Crypto Portfolios.** The portfolios of Crypto and fiat assets described in the Sub-Advisory Agreement between Betterment and Client that are constructed and managed by Betterment.
 - e. **Gemini.** Gemini Trust Company, LLC, a New York state registered trust company

- f. **Gemini User Agreement.** The terms and conditions that Client must agree to in order to open a Crypto Account with Gemini, available at <https://www.gemini.com/legal/user-agreement#section-welcome-to-gemini>. Advisor understands and agrees that the Gemini User Agreement governs Client's relationship with Gemini and the services provided by Gemini to Client, imposes important limitations on the circumstances and degree of Gemini's liability, and contains information on client's and Gemini's rights and obligations associated with those services.
- 3. *Compensation.* In consideration for the Crypto Sub-Advisory Services performed by Betterment hereunder, Client's Crypto Accounts shall pay to Betterment a Crypto investment management fee (the "Crypto Fee") in respect of the Crypto Accounts, which shall be computed and payable in accordance with the terms in Betterment's direct agreement with Client for Crypto Sub-Advisory Services. Additionally,
 - a. Advisor and Betterment shall each contract separately and directly with each Client with respect to each party's advisory fee arrangements, including the Crypto Fee ("Fees"). The terms of each party's Fees from Client are to be documented and communicated to the other party via the Website.
 - b. Gemini, the custodian of Client's Crypto Account, will also charge Clients per-trade fees for its crypto custody and transaction execution services that fluctuate based on trading volume, up to 0.15% per trade. Clients can review per-trade fees actually paid to Gemini on their Crypto Account statements and in the transaction activity portion of Betterment's Interface. Betterment does not receive any portion of fees charged by Gemini.
 - c. Betterment's separate agreements with Clients provide authority for Betterment to directly debit the Advisor's Fees from Clients' Crypto Accounts, as set forth in the separate agreements between Advisor and Clients, and to disburse Advisor's Fees to Advisor.
 - d. Betterment shall collect the Fees on a quarterly basis for the prior quarter or monthly basis for the prior month, such fee collection cadence as determined by Advisor. At the end of each quarter or month, Betterment will pay Advisor all of the Advisor's Fees that have accrued to that date. Betterment will make such payment via an automated clearing house (ACH) transfer into a bank account provided by Advisor. Advisor is responsible for providing Betterment with accurate bank account information for such purposes and for maintaining the accuracy of such account information during the term of this Agreement. In the event that Advisor has failed to provide or update bank account information such that Betterment is unable to complete an ACH transfer, Advisor's Fees will accrue at Betterment until such time as Advisor provides accurate bank account information or Advisor and Betterment mutually agree on an alternative payment method.

- e. Betterment may change its Crypto Fee at any time by giving 30 days prior written notice to the Advisor. In addition, Betterment may, in its sole discretion, waive or reduce any of its fees.
4. *Crypto Sub-Advisory Services.* Betterment shall provide Crypto Sub-Advisory Services to Client for any Client that separately agrees to Betterment sub-advisory agreements (the “Sub-Advisory Agreement”), including a crypto-specific sub-advisory addendum.
- a. Betterment shall, subject to Advisor’s supervision, input, and oversight, and consistent with Client’s investment preferences as communicated by Client to Betterment in the Interface, manage the investment and reinvestment of Crypto assets and cash in the Crypto Account, Pursuant to the Sub-Advisory Agreement between Betterment and Client, Betterment shall manage the Client’s Crypto Account on a discretionary basis and act as Client’s attorney-in-fact with limited power-of-attorney and authority for Client and on Client’s behalf to buy, sell, and otherwise effect investment transactions in the name of the Crypto Account in accordance with the parameters set forth by the Client.
 - b. Participating in Crypto Advisory Services is completely voluntary and at Advisor’s and Client’s option. Betterment’s Crypto Advisory Services are provided based on the information Client and/or Advisor provides to Betterment via the Interface. Guidance and discretionary management provided as part of the Crypto Advisory Services generally do not incorporate non-Crypto assets or accounts, whether held at Betterment or otherwise. Notwithstanding Betterment’s general guidance that Clients should limit their Crypto investments to no more than 5% of their total investable assets, Advisor is responsible for advising their Clients how much is an appropriate investment in Crypto based on Client’s financial situation and risk tolerance. By electing to participate in Crypto Advisory Services and entering into this Advisory Addendum, Advisor understands and acknowledges that, and represents that Advisor will communicate with Clients that, Crypto is highly volatile and investing in Crypto is only appropriate for Clients willing to bear the risk of potential loss.
 - c. Betterment shall provide to Clients and Advisors the services and features presented on the Website as currently available for Betterment For Advisors’ Clients, respectively, under the terms provided on the Website. By way of example: Betterment shall provide Advisor with rights to access, view, and make certain changes in the Interfaces of Clients who have a Crypto Account; but Advisor will not be permitted to make withdrawals or deposits of funds, establish any sources for funding a Crypto Account or destinations for withdrawals from a Crypto Account, and will not have the authority to establish new Crypto Accounts on a Client’s behalf without Client’s consent.
 - d. Unless otherwise agreed to by Betterment and Advisor in a signed writing, Betterment shall determine the Crypto assets available for inclusion in Crypto

Portfolios. Betterment may change the Crypto assets available for inclusion in the Crypto Portfolios without notice to the Advisor or Client, provided that those Crypto assets have daily liquidity. Advisor acknowledges and agrees that Betterment reserves the right, in its discretion, to choose to no longer offer a particular Crypto Portfolio or support a collection of Crypto assets, and may, with notice to Client, transition a Client's Crypto Account to a Crypto Portfolio that Betterment continues to support.

5. *Advisor Agreement Incorporation.*

- a. The provisions of the Advisor Agreement that are specific to the Sub-Advisory Services it provides to Advisor and Clients in connection with its Wrap Program do not apply to Crypto Sub-Advisory Services and Crypto Accounts. These include, but are not limited to, Advisory Agreement provisions relating to: Sub-Advisory Services (Section 4); Model Portfolios (Section 5); Brokerage Services (Section 7); and B+ Institutional Services, LLC (Section 31).
- b. All other Advisor Agreement provisions, except as specifically modified or excluded in this Addendum, govern the entirety of Advisor's and/or Client's relationship with Betterment, including Crypto Accounts and Crypto Sub-Advisory Services. These include, but are not limited to, Advisory Agreement provisions relating to: the Definitions (Section 1); Retention of and Acceptance by Betterment (Section 2); Exclusivity (Section 6); Responsibilities of Advisor (Section 8); Responsibilities of Betterment (Section 9); Representations and Warranties (Section 10); Account Information (Section 11); Confidential Information (Section 12); Liability and Indemnification (Section 13); access interruptions (Section 14); access suspension (Section 15); termination (Section 16); survival (Section 17); amendment (Section 18); assignment (Section 19); independent contractor status (Section 20); intellectual property (Section 21); use of Betterment's and Advisor's names and logos (Section 22); Regulation S-P (Section 23); miscellaneous (Section 24); notices (Section 25); Severability (Section 26); no construction against drafter (Section 27); entire agreement (Section 28); dispute resolution (Section 29); electronic signature (Section 30); client agreement automation function (Section 32); and Section 13 reporting (Section 33).

ATTACHMENT

Consent to Electronic Delivery of Documents from Betterment and Betterment Securities

1. *Consent to Electronic Delivery.* Betterment LLC ("Betterment") serves Advisor and Advisor's Clients as an electronic-based investment adviser providing self-directed investment advisory services. MTG d/b/a Betterment Securities ("Betterment Securities") serves Advisor and Advisor's Clients as an electronic-based broker-dealer providing self-directed brokerage services. By engaging Betterment and Betterment Securities to provide the Sub-Advisory Services, Advisor agrees to receive all communications from Betterment and Betterment Securities via the World Wide Web or e-mail. Further, by opening an Account and agreeing to the terms and conditions of the Website, Client (and Advisor on behalf of Client) agrees to receive all communications from Betterment and Betterment Securities via the World Wide Web or e-mail. By agreeing to electronic delivery, Advisor, in their own capacity and, to the extent applicable, on behalf of their Clients, is giving informed consent to electronic delivery of all Account Communications (defined below). "Account Communications" means all current and future Client-directed Account statements, trade confirmations, tax documents, notices, disclosures, regulatory communications (including prospectuses, proxy solicitations and privacy notices), and other information, documents, data and records regarding a Client's Account, as well as all current and future Advisor-directed tax documents, invoices, disclosures, regulatory communications, and other information, documents, data and records regarding the Advisor Account, and all services provided by Betterment and Betterment Securities (including amendments to Advisory Agreement and Brokerage Agreement) delivered or provided to Advisor and/or Client by Betterment, by Betterment on behalf of Betterment Securities, by Betterment Securities directly, or the issuers of the Securities and/or Other Property in which Client invest and other parties.
2. *Revocation of Consent.* Advisor and/or Client may revoke or restrict consent to electronic delivery of Account Communications at any time, subject to the terms of the Advisor Agreement or the Advisory Agreement and Brokerage Agreement, as the case may be, by notifying Betterment in writing or by phone of intention to do so. Advisor and Client also have the right to request paper delivery of any Account Communication that the law requires Betterment or Betterment Securities to provide Advisor or Client in paper form. Advisor and Client understand that, the foregoing fee disclosures notwithstanding, if Advisor or Client revokes or restricts consent to electronic delivery of Account Communications or requests paper delivery, Betterment or Betterment Securities, at their discretion, may charge Advisor or Client a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Advisor or Client electronically, restrict the Account, or close the Account and terminate access to the Program or Service. Neither Advisor or Client's revocation or restriction of consent, Advisor or Client's request for paper delivery, nor Betterment's or Betterment Securities's delivery of paper copies of Account Communications will affect the legal effectiveness or

validity of any electronic communication provided while Advisor or Client's consent was in effect.

3. *Electronic Delivery System.* Betterment and Betterment Securities will deliver Account Communications by making them available via the Interface. If required by applicable law or rules, Betterment or Betterment Securities will notify Advisor or Client by e-mail when Account Communications are posted on the Interface. Such notification may be sent directly by Betterment, by Betterment Securities via Betterment email systems and addresses, or by Betterment on behalf of Betterment Securities. All e-mail notifications of Account Communications will be sent to Advisor or Client's e-mail address of record. Advisor and/or Client is responsible for maintaining a valid email address and software and hardware to receive, read, and send email. Advisor (on their own behalf and on behalf of their Clients) hereby agrees to provide Betterment and Betterment Securities with a current email address and promptly notify Betterment and Betterment Securities of any changes to his or her email address (or the emails of their Clients) in his or her Account on the Interface or the Website.
4. *Network Security and Reliability.* Advisor acknowledges that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by Betterment or Betterment Securities will not contain sensitive or confidential customer information, including account numbers. Due to security risks, Advisor will not send any sensitive information, such as account numbers or Passwords, in an unencrypted e-mail. E-mails on rare occasions may fail to transmit properly. Regardless of whether Advisor receives an e-mail notification, Advisor agrees to check the Interface regularly for up-to-date information and to avoid missing time-sensitive information. Advisor agrees that, for Advisor's own or Advisor's Client's records, Advisor can download and save or print the Account Communications Advisor received via electronic delivery.
5. *Method of Communication.* Advisor acknowledges that Betterment's primary method of communication will be by posting information on servers accessible from the Website and, to the extent required by law, sending Advisor a notice that directs Advisor to the Website from which the information can be read and printed. Advisor understands that Betterment reserves the right, however, to post Account Communications on the Website without providing notice to Advisor and/or Client, send Account Communications to Client's postal or electronic mail address of record or to another Access Device Client has registered with Betterment or Betterment Securities. Advisor agrees to check the Interface regularly, as Advisor may have no other means of knowing that information and Account Communications have been delivered to Advisor and/or Client.
6. *Review of Account Communications.* Advisor agrees to promptly and carefully review all Account Communications as and when delivered and if Advisor objects to the information provided notify Betterment and Betterment Securities via email to Betterment within five (5) days of delivery or within three (3) days of delivery in the case of transaction confirmations, or within such other applicable time frame as a communication may denote. Betterment and Betterment Securities are entitled to treat such information as

accurate and conclusive unless Advisor (on its own behalf or on behalf of its Client) objects via email within five (5) days of delivery. Email address(es) to which Advisor directs any objections will be designated by Betterment and Betterment Securities, in their sole discretion. Designated email address(es) will be listed on Account Communications and/or on the Website and may be Betterment email accounts which are routed to Betterment Securities.

7. *Duration of Consent.* This consent will be effective immediately and will remain in effect unless and until either Advisor, Betterment, or Betterment Securities revokes it. Advisor understands that it may take up to three (3) days to process a revocation of consent to electronic delivery, and Advisor may receive electronic notifications in the interim.
8. *Costs.* Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne by Advisor. Betterment and Betterment Securities do not charge Advisor or Clients additional online access fees for receiving electronic delivery of Account Communications.
9. *Hardware or Software Requirements.* Advisor understands that to receive electronic deliveries, Advisor must have Internet access, a valid e-mail address, the ability to download and have ongoing access to such applications as Betterment and Betterment Securities may specify and a printer or other device to download and print or save any information Advisor may wish to retain. Betterment and Betterment Securities will notify Advisor of any changes in the hardware and software requirements needed to access electronic records covered by this consent.
10. *Consent and Representations.* Advisor hereby agrees that Advisor has carefully read the above information regarding informed consent and fully understands the implications thereof. Advisor hereby agrees to the conditions outlined above concerning electronic delivery of Account Communications. Advisor also agrees that Advisor will maintain a valid e-mail address and continue to have access to the Internet. If Advisor's e-mail address changes, Advisor agrees to notify Betterment and Betterment Securities of the new e-mail address immediately via the Interface.

