

Humankind Client Advisory Agreement Humankind Portfolios Wrap Fee Program

This Client Agreement (“Agreement”) sets forth the understanding between you (“Client” or “you” or “your”) and Humankind Investments LLC (“Humankind” or “we” or “us” or “our”) regarding the software-based automated investment advisory and portfolio management services we will provide you through the Humankind Portfolios Wrap Fee Program (“Humankind Portfolios” or the “Program”). As set forth in Section 20 below this Agreement includes an arbitration clause. By entering into this Agreement you acknowledge that the parties to this Agreement are giving up the right to sue each other in court, the right to a jury trial, and the right to litigate or arbitrate on a class basis. If you have any questions about this Agreement, you should discuss them with us before executing this Agreement.

1. Firm Services

The Humankind Portfolios Wrap Program provides discretionary investment advice over the internet through Humankind’s website and program interface. Client appoints Humankind to manage one or more accounts (each a “Client Account”) established and owned by Client at Apex Clearing Corporation (“Apex” or “Broker”), a broker-dealer that is unaffiliated with Humankind and that provides brokerage services under the Program. In this capacity Humankind will provide Client with a recommended investment portfolio based on Client’s objectives, risk tolerance and other information provided by Client to Humankind via an online questionnaire. Humankind’s investment recommendations will consist of Humankind Constructed Portfolios, as defined below. Client grants Humankind full discretionary authority over the Client Account and thereby authorizes and directs Humankind to direct the investment and reinvestment of the assets in the Client Account on behalf of Client and at Client’s risk in accordance with the Client’s selected Humankind Constructed Portfolio. Without limiting the foregoing, Client cannot issue individual trading instructions to Humankind or Apex to purchase and/or sell specific securities to be executed at certain times. Humankind shall not have any duty or obligation to advise or take any action on behalf of Client in, or in connection with, any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, the Client Account. The recommended Humankind Constructed Portfolio will be based upon Client’s stated objectives and risk profile at the time of the engagement. The Humankind Constructed Portfolios are portfolios of publicly traded exchange-traded funds (“ETFs”) and cash or cash equivalents, and can include an ETF from a fund family managed by Humankind and additional ETFs managed by Humankind or any of its affiliates in the future (collectively referred to as “Humankind ETFs”). Investments in Humankind ETFs in a Humankind Constructed Portfolio can vary from no investments in the Humankind ETFs to a majority of the portfolio consisting of Humankind ETFs. Client will have the ability to further customize the recommended investments. See Section 10 of the Agreement for information regarding conflicts of interests presented by investments in Humankind ETFs and the actions taken by Humankind to address these conflicts of interests. Client understands that information regarding Client’s specific circumstances that has not been communicated to or analyzed by Humankind may impact the suitability of the recommendations provided to Client.

Client understands and agrees that although Humankind is granted discretionary authority to invest his/her account in accordance with the selected Humankind Constructed Portfolio for his/her account, the account will be invested in accordance with the asset allocation underlying the client’s selected Humankind Constructed Portfolio, subject to any reasonable restrictions

placed on the client's account. Further, client understands and agrees that Humankind generally only will consider changes to its Humankind Constructed Portfolios on a quarterly basis.

2. Account Minimum

The minimum initial deposit for new accounts is \$3,000, or a recurring monthly deposit of \$200 or more. The initial minimum funding amount must be met before advisory services begin. Once the initial minimum is met Humankind will manage the Account until either: (1) a full withdrawal request is made by Client to liquidate and close the Account (Termination of Services) or (2) a withdrawal request is made by Client that would withdraw 90% or more of the assets in their account. A disbursement (Client-initiated withdrawal or liquidation, deduction of fees) of funds that would withdraw 90% or more of an Account may be processed by Humankind, at its discretion, as a full withdrawal and initiate Termination of Services. Furthermore, Client understands that if the Account goes below the initial minimum funding amount, the asset allocation of Client's portfolio may vary from the target asset allocation. Any subsequent deposit into the Account after Humankind initiates Termination of Services may not be automatically invested in your previously selected portfolio. Client is required to contact Humankind to reactivate the Account for investing. Humankind may make exceptions to account minimums, rules for termination of services due to withdrawal requests, and reductions in balances.

Withdrawal requests requiring the liquidation of securities will be processed after being received in good order and will be fulfilled after the settlement of such liquidating transactions. If Client requests a Required Minimum Distribution (the minimum amounts Client must withdraw from their retirement accounts each year) or a Roth IRA conversion near the end of the calendar year, Humankind cannot guarantee that Client's distribution or conversion will be processed by year end due to the high volume of client requests typical of that time period, which may delay processing times.

3. Securities Account Opening

Concurrent with the execution of this Agreement, Client has opened or is opening a securities account (the "Account") at Apex. Client must deposit at least the minimum investment amount into the Account in order to initiate discretionary management by Humankind. Recommended trades for Client's selected portfolio may take up to five business days, or longer, to be placed to allow for account approval and fund processing. If the Account has not been funded within 90 days, Humankind may terminate the Agreement and request that Broker close the Account.

Should Client fund the Account with a recurring monthly deposit of \$200, depending on the price of the securities that comprise the Client's selected portfolio, there may not be enough cash in the Client's Account for us to invest in the securities that comprise the Client's selected portfolio, in which case the Account will remain in cash funds and not be invested in the securities that comprise the Client's selected portfolio until enough cash has been deposited in the Account to invest in the securities that comprise the Client's selected portfolio.

4. Account Authority

Client hereby grants to Humankind full and complete investment discretion and trading authority over the Account, as well as authority to debit the Account for the payment of advisory fees to Humankind or pass through fees charged by Apex for certain services initiated by Client.

Client may rescind this grant of authority, provided, that such notice shall be deemed a notice of termination pursuant to Section 9.

For the avoidance of doubt, Humankind's investment discretion and trading authority shall extend to securities deposited in the Account by Client at any time. Humankind will liquidate any such securities that it deems, in its sole discretion, to be incompatible with the recommended portfolio. Proceeds from the sale of incompatible securities will be invested in accordance with the recommended portfolio. Given the possibility of liquidation, Client should consult a tax professional prior to depositing any securities in the Account. Client is solely responsible for any tax liabilities, fees, or third-party commissions (*e.g.*, surrender fees, contingent deferred sales charges, etc.) triggered by such sales. Neither Humankind nor Broker will charge any commission on any such sale.

Client may impose reasonable restrictions upon the management of the Account by communicating such restriction to Humankind. Humankind will not accept Client's requests for restrictions that are inconsistent with Humankind's stated investment strategy or philosophy or that are inconsistent with the nature or operation of Humankind's wrap fee program. Such restrictions could result in a strategy that differs from the Humankind Constructed Portfolio recommendation and may not meet the time horizon, financial goals, and investment objectives of Client. Accounts with Client's requested restrictions may experience different performance than accounts without such restrictions, including potentially lower overall performance. Any restrictions requested by Client are subject to acceptance by Humankind at its sole discretion.

Any uninvested cash funds in Client's Account may be swept, by Apex, to a depository institution that accepts and maintains cash deposits. Neither Apex nor its affiliates are a bank. The cash balance swept to one or more partner banks earns a variable rate of interest and is eligible for Federal Deposit Insurance Corporation ("FDIC") insurance while such cash balance awaits investment. FDIC insurance is not provided, and interest is not earned, until the funds arrive at the partner banks. Apex receives payment from each program bank in connection with its participation in and operation of Apex's cash sweep program. Apex's payment from the program banks is paid as interest.

Client delegates the authority to receive and vote all proxies and related materials for any security held in Client's Account to Humankind. Humankind's Proxy Voting Oversight Committee is responsible for ensuring that proxy matters are conducted in the best interest of clients and in a socially responsible manner, consistent with its charter and Humankind's policies and procedures. Humankind will only vote on proxies and respond to corporate actions associated with securities that Humankind currently selects for Humankind Constructed Portfolios and may abstain from voting on other securities, transferred to Humankind via the Automated Customer Account Transfer Services ("ACATS"), in each case that are not already supported in a Humankind Constructed Portfolio. Humankind may abstain from voting on such proxies if it determines that abstaining is in the best interest of its clients. Humankind will not exercise voting discretion with respect to proxies for Humankind ETFs and, in lieu of exercising such discretion, will either forward such proxies directly to Client or will vote such proxies in accordance with the recommendation of a third-party proxy advice firm. Client may request information regarding how Humankind voted Client's proxies, and Client may request a copy of Humankind's proxy policies and procedures, which are updated from time to time, by emailing support@humankind.co.

5. Trade Execution

Trade aggregation involves the purchase or sale of the same security for several client accounts at approximately the same time during the same trading session. Aggregated orders are typically utilized to obtain better execution, negotiate favorable transaction rates, or to allocate equitably among multiple client accounts if there are differences in prices, brokerage commissions, or other transactional costs that might otherwise be unobtainable through separately placed orders. Orders are routed for execution by Apex. The bulk executions are reported back to Humankind and the positions are allocated to Humankind's client accounts, at an average price, using Humankind's calculated distribution.

In the event Humankind makes a trading error that has a financial impact on the Account, we will seek to correct the error as soon as possible and in such a manner that Client is not disadvantaged and bears no loss. We will evaluate each situation independently.

6. Custody of Assets

Apex will be the exclusive provider of custody services for all Client Account assets and Humankind will not at any time take possession or maintain custody of such assets. Apex will provide Client with trade confirmations and account statements regarding the Client Account. Client should review account trade confirmations and statements promptly upon receipt.

7. Prospectuses

All investments in ETFs are subject to the terms of the relevant prospectus, including associated fees, if any. An electronic notice will be sent to you via the e-mail address you have provided when prospectuses are available for your review. You acknowledge that it is your responsibility to read all prospectuses upon receipt of such notice and to notify us immediately of any terms of the prospectuses that are not acceptable to you.

8. Fees

a. Advisory Fee.

The Humankind Portfolios Wrap Fee Program is a "wrap account," meaning it is an investment account in which certain expenses, including brokerage commissions (if any), management fees and certain fees (e.g. custody, FINRA Trading Activity Fee and SEC fees) charged by Apex are "wrapped" into one charge. Humankind is typically compensated for its advisory services by charging an annual wrap account fee of 0.25% of Client's Total Account Balance (as defined below). Humankind's asset-based wrap fee is calculated based on Client's Total Account Balance (as defined below) as of the close of each calendar day, accrued daily, and typically assessed as of the last day of each month, with the fee subsequently being deducted from the Client's Account.

For clients whose Total Account Balance is less than \$20,000 on any day of the month then the client will pay a \$4 per month wrap fee (\$48 annually) in lieu of the 0.25% wrap fee for that day. If a client enables a monthly ~\$200 (or greater) recurring deposit (such recurring deposit amount subject to change at any time), that client will pay an annualized wrap fee of 0.25% of their Total Account Balance instead of the \$4 per month fee. If a client's Total Account Balance fluctuates over \$20,000 on any day, the Digital wrap fee for that day will be accrued based on

the daily balance equivalent of the 0.25% annualized fee on the Total Account Balance rather than the \$4 monthly fee. For clients with Total Account Balances around \$20,000, the fee may be more than \$4 per month if the Total Account Balance exceeded \$20,000 on certain days during that month. "Total Account Balance" is the combined account balance of a client's Humankind accounts in a "Household." Household shall mean all accounts associated with a Humankind login.

b. Client Fee Considerations

Clients should consider that, depending on the amount of activity in Client's Account and the value of custodial, trade execution, advisory, and other services that are provided under the Program, the wrap fee may or may not exceed the aggregate cost of such services if they were to be provided separately or by others. The number of transactions made in Client's Account, as well as the commissions that would be charged for each transaction at another provider, determines the relative cost of the Program versus paying for execution on a per transaction basis and paying a separate fee for advisory services. Since Humankind pays the transaction charges in Client's Account, Humankind has a financial incentive to place fewer trades or trade less frequently.

Typically, around the first business day following the relevant period (e.g. month), Humankind instructs Apex to sell securities in an amount that will generate cash proceeds to satisfy Client's fee obligation. If the Client Account exclusively consists of ETFs, due to small price fluctuations in ETFs that occur on the transaction date (around the first business day following the period), Humankind may accrue any fees over- or under-assessed and apply the difference to adjust the following period's fees. Humankind will automatically debit the prorated amounts of the fees from the assets in Client's Account on a monthly basis in arrears.

Humankind reserves the right, at its sole discretion, to waive portions of its fees or offer pricing that differs from its standard fees.

c. Additional Fees for Certain Client-Initiated Services

Apex may charge Client for certain services related to Client's Accounts that are initiated by Client. Humankind will pass through to Client the amount of any charges for such Client-initiated services that are imposed by Apex. For example, if Client wishes to initiate a wire transfer or transfer securities from Client's Account via an in-kind or ACAT transfer Humankind will pass through Apex's charges for such services to Client. Currently, Apex charges \$75 for an outgoing ACAT transfer and \$25 for an outgoing wire transfer to a domestic bank. Other client-initiated services that incur charges from Apex which will be passed through to Client includes ACH Notice of Change/Correction, returned ACH, returned unauthorized ACH, returned checks/wires and recalls (including amendment repairs), requesting check copies, retirement plan services termination, limited partnerships/private placements, overnight mail, paper checks, paper trade confirmations, paper statements, and stop payments on Apex issued checks. Apex reserves the right to change the pricing for all these services at its discretion. For additional information on these client-initiated services please email support@humankind.co.

d. Additional Compensation to Third Parties

All fees paid to Humankind for investment advisory services are separate and distinct from the fees and expenses charged by the ETFs purchased for Client's Account. Therefore, Client will pay the fees of the underlying ETFs held in Client's Account. These fees and expenses are described in each ETF's prospectus, which are accessible through the Humankind Portfolios interface; each ETF's website link is embedded in the securities purchased on Client's behalf, which can be viewed by Client when reviewing their portfolio. These ETF fees are generally composed of a management fee and other ETF expenses. Except where Humankind is an advisor to a selected ETF, Humankind does not earn or receive a portion of such ETF fees. In the case where Humankind is an advisor to an ETF that is also selected for a Humankind Constructed Portfolio, the fee amounts due to that ETF will be refunded to Client via a reduction in the wrap program fee. Apex may receive fees, in the form of interest, from partner banks in connection with the sweep of Client's cash balances into an FDIC account at such bank.

e. Performance-Based Fees Inapplicable

Humankind will not at any time be compensated on the basis of a share of capital gains upon or capital appreciation of the assets or any portion of the assets of Client maintained in the Client Account.

9. Termination of Services

Client may terminate this Agreement at any time by requesting a full liquidation and withdrawal or transfer via Humankind's website. Humankind will cease billing and management of the Account within five business days, and this Agreement will terminate upon completion of Client's request.

Either party may terminate this Agreement by providing 30 days' written notice to the other party. Humankind will cease billing and management of the Account within five business days of sending or receiving such termination notice, as applicable. Unless Client instructs Humankind otherwise, Humankind will liquidate all Account positions shortly before the end of the 30-day notice period.

If Client engages in a transaction that triggers a termination of service as described in Section 2, Humankind may, without notice to Client, liquidate all Account positions and terminate this Agreement.

If at any time Humankind receives or develops information indicating that Client no longer resides in a jurisdiction in which Humankind or Apex is authorized to conduct business (the "Territory"), Apex may restrict, or Humankind may request that Apex restrict, the Account. Currently, the Territory consists of all 50 states, the District of Columbia, Puerto Rico, and the Virgin Islands. Client may provide, or be asked by Humankind to provide, documentation in support of a claim of continued permanent residency in the Territory for the purpose of lifting such restriction. However, if the restriction is not resolved within 60 days, Humankind may, without notice to Client, liquidate all Account positions and terminate this Agreement.

Upon termination of this Agreement, Humankind will notify Apex of such termination, and Apex will close Client's Account.

10. Conflicts of Interest

As part of our search process for ETFs that are appropriate for our clients, we consider, and often systematically prefer, ETFs from our own fund family when building Humankind Constructed Portfolios. This is typically the case because the underlying securities in those funds will have been selected in accordance with our Humankind Value methodology (a proprietary metric we use to estimate the value an issuer company creates or destroys for humankind, and is further described in the Program's ADV brochure and on our firm's webpage) meaning the holdings in our fund families will be weighted appropriately, in our view, from a positive human impact perspective. Additionally, Humankind will have the ability to exercise the voting power of the underlying issuer company shares in accordance with our human impact investment philosophy if we select ETFs from our fund family. We disclose our human impact investment and proxy voting philosophy to our clients as we anticipate that many of our clients will share this philosophy when investing with us. We see these as reasons why clients would want us to use our own ETF when building their portfolios.

Of course, the selection of Humankind ETFs that we manage for client portfolios present conflicts of interest between Humankind and our clients. In choosing to invest in Humankind ETFs versus third-party ETFs for client portfolios, we could have a financial incentive to choose Humankind ETFs over third-parties by reason of the additional management fee Humankind may earn. We may also have an incentive to allocate client investments to small Humankind ETFs to make them commercially viable or to new Humankind ETFs to help develop new investment strategies or to Humankind ETFs that pay higher fees than other ETFs or to Humankind ETFs to which we have provided seed capital. In addition, Humankind has an incentive not to sell or withdraw portfolio assets from Humankind ETFs in order to avoid or delay the sale or withdrawal's adverse impact on Humankind ETFs. Accounts managed by Humankind may have significant ownership in certain Humankind ETFs. Humankind faces conflicts of interest when considering the effect of sales or redemptions on such ETFs and on other ETF shareholders in deciding whether and when to redeem its shares. A large sale or redemption of shares by Humankind acting on behalf of its clients could result in the underlying Humankind ETF selling securities when it otherwise would not have done so, potentially increasing transaction costs and adversely affecting fund performance. A large sale or redemption could also significantly reduce the assets of the ETF, causing possible decreased liquidity or liquidation of the ETF.

However, we have worked to mitigate these conflicts by refunding to clients the ETF management fees charged by any of the ETFs in our fund family attributable to their portfolio holdings. Additionally, at least annually, if not more frequently, we review the human impact of all ETFs, including our own, to ensure they continue to align with the impact goals of our firm and our clients. We have policies and procedures to govern and monitor activities and processes for identifying and managing conflicts of interest. Finally, if a client wishes to opt out of using Humankind ETFs, we allow them to do so.

11. Humankind Representations

Humankind warrants, represents, and agrees to each of the following:

- Humankind is registered with the U.S. Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Advisers Act”).
- Humankind is also in compliance with the notice-filing requirements of each jurisdiction in which it conducts investment advisory business.

12. Client Representations

- a. Client warrants, represents, and agrees to each of the following:
 - Client has the requisite legal capacity, authority and power to execute, deliver and perform its obligations under this Agreement.
 - This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms.
 - If Client is a natural person, Client is a legal permanent resident of, and resides full-time in, the United States and has the capacity to enter into and perform this Agreement, provided, that Client may reside outside the United States if Client is active military stationed abroad.
 - If Client is not a natural person, Client certifies that: (i) it is validly organized under the laws of an applicable jurisdiction within the United States; and (ii) the person signing this Agreement on behalf of Client has the requisite legal capacity, authority, and power to execute, deliver and perform such execution and obligations under this Agreement as applicable. Client will promptly notify Humankind of any change in the authority of such person executing this Agreement.
 - Client is, and shall be, the owner (or co-owner) of all cash and securities (e.g. ETFs) in the Account.
 - The terms of this Agreement do not violate any obligations by which Client is bound, whether arising by contract, operation of law, or otherwise.
 - Client owns all property deposited at any time in the Account free and clear of any lien or encumbrance and no restriction exists as to any disposition of such property.
 - Client will keep a current, functional e-mail address and will notify Humankind immediately if an e-mail address or any other contact information changes.
 - Regardless of whether Humankind sends Client a separate notification via e-mail, Client is responsible for regularly reviewing the Humankind website for Account-related communications, including, without limitation, time-sensitive communications, and Client agrees to be bound by the terms of any such communications.
 - Client has received Humankind’s Form ADV Part 2A Wrap Fee Brochure, which describes the roles and capacities of Humankind and its representatives and discloses any material conflicts that may exist. Client acknowledges that: Humankind (i) performs services for other clients; (ii) may make recommendations to other clients that differ from recommendations made to Client; and (iii) is not obligated to recommend to Client for purchase or sale any security or other asset recommended to any other client.
 - Client has received Humankind’s Form ADV Part 3 (Customer Relationship Summary).
 - Client has received Humankind’s Privacy Notice.

b. Client understands and agrees that:

- Neither Humankind or Apex guarantees the performance of the Client Account, guarantees a profit, or protects against losses, including loss in principal value;
- The Client Account is not insured against loss of income or principal;
- There are significant risks of investing in securities, including but not limited to, the risk that the Client Account could suffer substantial diminution of value;
- Humankind invests Client Accounts pursuant to its socially responsible investment strategy described herein. Such a strategy may result in lower returns for Client compared to a more traditional method of investing. This may also reduce Client's Account exposure to certain sectors or types of investments, which could negatively impact Client's Account performance.

13. Confidentiality of Information

Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Humankind in connection with the Client Account. Humankind agrees to keep Client's financial and personally identifiable information confidential and will not disclose such information except as permitted by Humankind's Privacy Notice, which may be found via the Humankind Portfolios interface. Client understands, acknowledges, and agrees that Client can opt-out of certain portions of Humankind's Privacy Policy at any time; however, if the Client does opt out, Humankind may choose to terminate this Agreement and all related Accounts.

Nothing in this Agreement limits Client's ability to disclose any information (including confidential or proprietary information, or trade secrets) to any self-regulatory organization or any other governmental, law enforcement, or regulatory authority in connection with any reporting of, investigation into, or proceeding regarding suspected violations of law. For the avoidance of doubt, no provision in this Agreement restricts either party from contacting governmental authorities or other regulatory agencies with respect to the contents or subject matter discussed herein.

14. Valuation

The assets in the Account will be valued by Apex.

15. Consent to Electronic Delivery

Client hereby authorizes and instructs Humankind and Apex to deliver any type of document relating to the Account (including this Agreement, any other agreements, the Privacy Policy, Form ADV Part 2A, Form ADV Part 2B, Form ADV Part 3 Customer Relationship Summary, account statements, and tax documents), instead of paper copies, by email to the email address Client provides to Humankind, by communication through the Humankind Portfolios interface or by referring Client to a website via a link or otherwise. Account statements transmitted electronically from Apex are the official records of the Account. Client agrees that Client will maintain access to a computer or other device capable of accessing email and other communications from Humankind, including PDF files, and that Client is solely responsible for any printing costs, online provider fees, or other costs that may be incurred in accessing the products and services. Client agrees that it

will be solely Client's responsibility to maintain a functioning email account and address and that Humankind and Apex shall have no responsibility to ensure that delivery to the email address provided by Client is successful, for example, in the case of bounce-back notifications, or to send documents via an alternative method when a bounce-back notification or other error message appears, in the judgment of Humankind, to be the result of Client's failure to maintain a functioning email account capable of receiving email from Humankind. Client acknowledges and agrees that it may sometimes be necessary for Humankind to send paper copies to the mailing address provided by Client. Client also acknowledges and agrees that some documents may require Client to enroll in electronic delivery through other procedures.

16. Use of Plaid

When linking your bank account to one or more of your Humankind Client Account(s) (a "Linked Bank Account"), you may be presented with the option of using Plaid, a third-party service. If you decide to use the Plaid services to link your bank account to your Humankind Account, you expressly grant to Humankind the right, power, and authority to (acting on your behalf) transmit your personal and financial information (such as from third-party banks) as reasonably necessary for Plaid to provide services to you. By using Plaid, you expressly authorize Humankind to retrieve your Linked Bank Account number and routing numbers, as well as your current bank balance and certain transaction history ("Account Information") via Plaid. Humankind will not store your username and password for your Linked Bank Account; Plaid will provide Humankind an access token that exclusively allows Humankind to retrieve your Account Information. Further, if you use the Plaid services when signing up for a Humankind account, you acknowledge and agree that the information you provide to Plaid through Humankind will be treated by Plaid in accordance with its privacy policy (located at <https://plaid.com/legal/#end-user-privacy-policy>), and by Humankind in accordance with Humankind's privacy policy. By using Plaid through Humankind, you agree to the above terms and further agree to hold Humankind harmless from losses of any kind that may result from Plaid's use, misuse, or loss of your personal information and Account Information.

17. Joint Accounts

Client may open a joint account in connection with the Humankind Portfolios Wrap Fee Program by following the prompts in the interface, which may include additional terms that are hereby incorporated into this Agreement. By completing the joint account application process, both signatories become Clients and are subject to, among other things, the Multiple Clients section below. Humankind only offers one type of joint account: joint tenants with rights of survivorship. For joint tenants with rights of survivorship, on the death of an account owner the entire interest in the account generally goes to the surviving account owner, on the same terms and conditions. Client is responsible for verifying that this joint registration is valid in Client's state. Laws may vary by state, and this type of ownership may not be available in Client's state. Client shall consult with Client's tax professional or state laws to learn more about joint accounts and the rights associated with such accounts. Client agrees and understands that Humankind will not help Client determine if this type of account is appropriate for Client's particular situation. Client shall not create a joint account if Client's state of residency does not permit or recognize joint tenants with rights of survivorship.

18. Multiple Clients

If there is more than one Client, each Client agrees to be jointly and severally liable for all obligations arising under the Agreement, or otherwise relating to the Client Account or participation in the Humankind Portfolios Wrap Fee Program, including responsibility for information provided through the Humankind Portfolios interface or by using any User ID and Password associated with the Humankind Portfolios interface, regardless of which Client gives such instructions, enters such orders or changes such Password. Each Client has full authority, acting individually and without notice to any other Client, to deal with Humankind as fully and completely as if such Client were the sole Client. Humankind will not notify other Clients of the actions taken by any one Client, and each Client agrees that notice provided to any one Client will be deemed to be notice to all Clients for all purposes. Each Client authorizes Humankind to follow the instructions of any one Client concerning any matter pertaining to the services provided by the Humankind Portfolios Wrap Fee Program. This includes the purchase and sale of securities, delivery of any or all securities or other property in the Client Account(s) to any third party, or disbursement of any or all monies in the Client Account(s). If one Client is not an owner of a Linked Bank Account (defined above), the Client(s) that own(s) that Linked Bank Account represents and warrants that each Client has the legal authority to make deposits to and withdrawals from the Linked Bank Account to and from the Client Account(s). All Clients shall hold Humankind harmless from and against any losses arising out of or relating to any deposit to or withdrawal from a Linked Bank Account to and from the Client Account(s) by any Client.

Humankind is not responsible for determining the purpose or propriety of any instruction received from any Client as against any other Client, or of any disposition of payments or deliveries of securities or other property between or among Clients. Humankind reserves the right, in their sole discretion, to require written instructions from one or all Clients. If Humankind receives instructions from any Client that, in their opinion, conflict with instructions received from any other Client, Humankind may comply with these instructions or may advise the Clients of the apparent conflict and take no action as to any of these instructions until they receive and have a reasonable amount of time to act on satisfactory instructions from any or all of the Clients.

Humankind reserves the right, but is not obligated, to place restrictions on participation in the Humankind Portfolios Wrap Fee Program in the event of a dispute between or among Clients of which Humankind has notice. For example, if a Client requests that a restriction be placed on access to funds in a Client Account because of a pending litigation or dispute between Clients, Humankind may prohibit all transfers of funds from the Client Account, including canceling ACH withdrawal privileges, with such restrictions to remain in place until Humankind receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Clients. In such cases, all Clients remain liable for any pending ACH transactions that have not yet cleared at the time of the restriction. Humankind also may, at the expense of the Clients, commence or defend any action or proceeding for or in the nature of interpleader. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Apex may deliver the Client Account into the registry of the court, at which time Humankind will be deemed to be and will be released and discharged from all further obligations and responsibilities under the Agreement.

Each Client agrees that if a Client is a Trust entity, the Client will be the Trust entity itself, represented by the Trustee(s), and not any beneficiaries of the Trust, unless a beneficiary is also a Trustee.

19. Death, Disability or Divorce

Client agrees that, upon the death or disability of Client or any Client Party, divorce of married Client Parties, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Client Parties, executor, guardian, attorney-in-fact, or other legally authorized representative, as applicable, will immediately give Humankind written notice of such change. Humankind is entitled to act on the directions of a former or incapacitated Client Party until it receives such written notice, *provided*, that following such receipt, Humankind may require additional supporting documents before giving effect to such written notice. Notwithstanding the foregoing, Humankind reserves the right to retain any securities or restrict transactions in the Account as it deems advisable in its sole discretion.

Client agrees that each former Client Party and the estate of any deceased or incapacitated Client Party will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before Humankind received and gave effect to a written notice of a change in account ownership or status.

20. Arbitration

Any dispute, claim or controversy arising out of or relating to the advisory services provided by Humankind, this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (each a "Dispute"), shall be resolved solely by binding, individual arbitration rather than a class, representative or consolidated action or proceeding. Client and Humankind each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

- a. Exceptions. As limited exceptions to mandatory arbitration as set forth in this Section, the parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of Humankind's intellectual property rights.
- b. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If Client's claim is for U.S. \$10,000 or less, Client may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If Client's claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York, New York, unless the parties both agree in writing to a different location. Client and Humankind agree that the arbitrator shall have

exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of the terms of this Agreement.

- c. Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.
- d. Effect of Changes on Arbitration. Humankind reserves the right to modify this Section 15 at any time upon 30 days' written notice to you. Any such modification shall be prospective and shall not affect previously filed claims. By keeping your Client Account with Humankind or by continuing to use services provided by Humankind, you agree to and accept all terms and conditions of any modifications.
- e. Class Action Waiver. CLIENT AND Humankind AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with Client's claims and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section are found to be unenforceable, the remainder of this Section shall not be affected thereby and, to this extent, the provisions of this Section shall be deemed to be severable. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this Section, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this Section.

21. Limitation of Liability and Indemnification

To the extent permitted under applicable law, Client (and in addition, for entity accounts, Client Representative) indemnifies and holds harmless Humankind, its affiliates and their directors, managers, members, officers, shareholders, employees and any person controlled by or controlling Humankind (the Indemnified Persons) against any and all losses, expenses, damages, liabilities, charges, and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively, "Losses") incurred by virtue of acting on instructions of Client with respect to any Accounts, except to the extent that such Losses are actual losses of the Client proven with reasonable certainty and are the direct result of an act or omission taken or omitted by Humankind during the term of this Agreement which constitutes negligence or malfeasance, violation of applicable law, bad faith, or disregard of their respective obligations under this Agreement or as otherwise may be provided by law. Without limitation, the Indemnified Persons shall not be liable for Losses resulting from or in any way arising out of (i) any action of Client, its previous advisers or other agents including any Client Representative, any investment product or its affiliates or agents, or any third-party broker or agent utilized by an investment product to effect transactions for the Account; (ii) force majeure or other events beyond the control of Humankind, including without limitation any failure, default or delay in performance resulting from government restrictions, regulatory requirements or actions, exchange market rulings, suspension of trading, acts of war, credit losses, reduced liquidity, elevated market volatility, computer or other electronic or mechanical equipment failure, unauthorized access, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Humankind or other causes commonly known as "acts of God";

(iii) taxes, fines, or penalties payable by Client or any third-party; (iv) special, consequential, or incidental damages; (v) any misstatement or omission in third-party investment product descriptions, marketing materials, organizational documents, disclosure documents, or any other documents; (vi) the authorization (or lack thereof) of any Client Representative; or (vii) market conditions or investment performance unrelated to any violation of this Agreement by Humankind or Humankind's negligence or malfeasance, violation of applicable law, bad faith, or disregard of its obligations under this Agreement or as otherwise may be provided by law. Client further agrees and acknowledges that all transactions are at Client's risk and that the Indemnified Parties are not guaranteeing, or otherwise making representations with respect to, the performance of the Account. This indemnity shall be binding upon Client's heirs, successors, and assigns.

Notwithstanding anything in this Section or otherwise in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws, except to the extent lawfully modified in this Agreement. Nothing in this Agreement shall serve to limit the right of any Party with respect to the rules of applicable self-regulatory agencies, including rules relating to arbitration.

Notwithstanding the foregoing, nothing contained in this Section 21 or elsewhere in this Agreement shall constitute a waiver by Client of any rights under applicable federal or state securities laws including, without limitation, the Advisers Act.

22. Binding Effect, Successors and Assigns, Assignment and Ownership Changes

This Agreement shall be binding upon and inure to the benefit of the parties' heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees.

This Agreement may not be assigned by either party without the written consent of the other party, *provided*, that Humankind may assign the Agreement to a successor investment adviser in accordance with the requirements of the Advisers Act. Client acknowledges that transactions that do not result in a change of actual control or management of Humankind shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act or any applicable state law.

23. Captions and Headings

The captions and headings in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.

24. Severability

Any term or provision of this Agreement that is held invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

25. Governing Law

This Agreement shall be governed exclusively by and construed and interpreted in accordance with the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, excluding its provisions on conflicts or choice of law. Except as otherwise expressly set forth in

Section 20 of this Agreement, any legal action or proceeding arising under this Agreement shall be brought exclusively in courts located in New York, New York and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

26. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party has had an opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

27. Notices

Unless specifically provided for otherwise in this Agreement, all notices, requests, and other communications shall be in writing and effective upon receipt. Notices to Client shall be sent by: (a) e-mail to Client's e-mail address of record; or (b) first-class mail or overnight courier service to Client's address of record.

Notices to Humankind shall be sent by: (x)e-mail to: support@humankind.co; or (y) first class mail to: 79 Madison Ave. Fl 8, New York, NY 10016.

28. Amendments to Agreement

Client acknowledges that Humankind may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on the Humankind interface or otherwise made available to Clients and shall govern the relationship between the Client and Humankind during the entire term of this Agreement. Client acknowledges that Client will be responsible for checking the website periodically for such amendment(s) to this Agreement.

29. Waiver of Modification

Humankind's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Humankind's waiver or modification granted on one occasion be construed as applying to any other occasion.

30. Entire Agreement

This Agreement, together with the Brokerage Agreement, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including without limitation any and all preexisting client account agreements, which are hereby canceled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

31. No Third-Party Beneficiaries

Neither party intends for this Agreement to benefit any third party (other than Apex) not expressly named in the Agreement.