

## INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement"), sets out the terms and conditions under which Pattern Advisors LLC will provide ongoing discretionary advisory services with respect to the assets in your Pattern account ("Advisory Assets"). Pattern Advisors LLC ("Pattern", or the "Advisor", or the "Firm") is a registered investment advisor with the U.S. Securities and Exchange Commission ("SEC"). This Agreement is entered into by and between Pattern, and you, the beneficial owner (the "Account Holder" or "Advisory Account" or "you") of a Brokerage Account (the "Account"). This Agreement shall be effective on the day and year signed and remains in effect until terminated by either party in accordance with Item 14 of this Agreement. Signing shall occur by electronic signature, or by evidence from selecting the 'I agree' button.

The Advisor shall provide the Client with investment advisory services via its brokerage account(s) established at the Client's designated custodian as listed in Item 4 of this Agreement (the "Account[s]"). The terms and conditions of this Agreement are as follows:

**1. Advisor Authority and Responsibilities.** The Advisor shall have the power and authority to supervise and direct on a discretionary basis, the investments of and for the Account[s] of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, unless specifically directed otherwise in writing by the Client. The transactions in the Account[s] shall be made in accordance with the objectives of the Client as communicated to the Advisor. Further, the Advisor will provide the Client access to proprietary technology, which gives access to various planning tools and other financial resources to help the Client.

**2. Discretionary Authority.** The Client grants the Advisor ongoing and continuous discretionary authority to execute its investment recommendations in accordance with the objectives of the Client as communicated to the Advisor, without the Client's prior approval of each specific transaction. Under this authority, the Client shall allow the Advisor to purchase and sell securities and instruments in this Account[s], arrange for delivery and payment in connection with the foregoing, deduct fees from Client Account[s], and act on behalf of the Client in all matters necessary or incidental to the handling of the Account[s], including monitoring certain assets. Unless specifically directed otherwise in writing by the Client, the Advisor is not authorized to receive and vote proxies on issues held in the Account[s] and receive annual reports. All transactions in the Account[s] shall be made in accordance with the directions and preferences provided to the Advisor by the Client. The Client will execute instructions regarding the Advisor's trading authority as required by each custodian.

The Advisor will have no responsibility for decisions made by the Client, which are independent from the advice of the Advisor. If the Account[s] contain only a portion of the Client's assets, the Advisor shall not be responsible for assets not designated to the Advisor for investment management or the diversification of all of the Client's assets.

**3. Client Authority and Responsibilities.** The Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as the Advisor shall reasonably require.

The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account[s] and that no restrictions on disposition exist as to any such property. The Client will

provide the Advisor with Limited Power of Attorney over the Client's Account[s] at the Custodian to enable the Advisor to perform the services herein.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

**4. Expenses and Fees.** The Client will pay the Advisor an annual investment advisory fee at an annual rate of 0.50%, payable in arrears of each month, based on the fair market value of portfolio assets under management in the Account at the end of the month. In addition, the Client will be charged a technology subscription fee of \$8 a month. The investment advisory fees in the first month of the Agreement shall be prorated from the inception date to the end of the first month.

An adjustment will be made for any contributions or withdrawals of Assets in the Account[s], which are greater than or equal to \$10,000 during the month. Such adjustments are reflected in the fee calculations for the next monthly period.

Fees are calculated based on the month-end security valuations as provided by the Client's designated Custodian (as noted in Item 4.). Investment advisory fees will be deducted from the Client Account by the Custodian. The Client will provide written authorization to the Advisor for the deduction of advisory fees on any forms from the Custodian. The Advisor or its delegate shall instruct the Custodian as to the amount of the fees to be deducted from the Client's Account[s]. Clients will receive independent statements from the Custodian no less frequently than quarterly.

Expenses related to the ordinary servicing of the Account, including custody fees, security transaction fees, and/or program fees shall be paid by the Client. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Operating fees of mutual funds and other investment product fees are deducted from the asset value of those investments as defined in the prospectus of the sponsor for each product.

**Amendments** – The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice. If such amendment is not acceptable to the Client, the Client may terminate this Agreement at any time, pursuant to the provisions of this Agreement.

**Multiple Accounts** – Should the Client have multiple Accounts at the Custodian, the Advisor will bill each respective Account for its respective share of fees.

**5. Custody and Brokerage Transactions.** The Client has appointed Alpaca Securities LLC (“Alpaca” or the “Custodian”) to take and have possession of the assets of the Account. At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities.

Pattern arranges for clearing, execution, settlement, and custodizing of your Account with the Custodian. To open an Account you must also open an account with the Custodian and agree to any separate terms and conditions required by the Custodian. For important disclosures regarding your Account provided by the Custodian, please see here: <https://alpaca.markets/disclosures>

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through the Custodian based on the Client's prior approval, under the Client's independent, exclusive agreement with the Custodian. You agree that the Custodian may accept from us, without inquiry or investigation, (i) orders for the purchase or sale of securities, (ii) instructions regarding the transmission or receipt of funds, and (iii) any other instructions concerning your Account. The Custodian will look solely to us unless otherwise directed by us, and not to you, with respect to any such orders or instructions; except that the Custodian will deliver confirmations, statements, and all written or other notices with respect to your Account directly to you. The Custodian holds all assets in your Account on its own books. If you want to learn more about how your assets are being held, you may contact us or

the Custodian directly.

The Client may be responsible for such brokerage expenses as billed directly by the Custodian. The Client acknowledges that directing the brokerage activities solely to the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable. The Advisor shall not be liable to the Client for any act, conduct or omission by the Custodian acting as broker-dealer or custodian. The Advisor shall not be responsible for ensuring the Custodian's compliance with the terms of the brokerage account. The Advisor is authorized and empowered to issue instructions to the Custodian and to request information about the brokerage account from the Custodian.

We may cancel any outstanding orders at any time if necessary with respect to corporate actions or reorganizations, fraud or risk factors, or as otherwise needed as determined in our sole discretion. In addition to unavailability of general functionality, any outage or interruption to Pattern or the Custodian's service availability (including as a result of a service interruption caused by a third party) will impact the time or ability to place any orders.

#### **6. Settlement of Funds**

Settlement of funds for transactions typically takes two (2) business days or more. Prior to settlement of funds for a transaction you may be limited from accessing funds (in the case of a sale transaction) or selling any purchased securities (in the case of a buy transaction) until the transaction has fully cleared and the respective funds and securities have settled. Pattern may arrange for funds to be provided to you by a third party for immediate use in advance of fund settlement. Any such funds provided in advance are not proceeds from the sales of securities. Pattern may suspend, cease, or refuse to provide such advance funds at any time in its sole discretion and without notice.

**7. Aggregation.** Based on the account ownership structure and independent agreements between the Client and the Custodian, the Advisor may or may not aggregate security trades with other accounts managed by the Advisor. The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account[s] with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterparty for other clients of the Advisor or with affiliates of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account[s] will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

**8. Confirmation of Trades.** The Client and Advisor will direct that confirmations of any transactions effected for the Account[s] will be sent, in conformity with applicable law, to the Client with a copy to the Advisor.

**9. Liability.** The Client recognizes that investment recommendations made by the Advisor are opinions only and that the Advisor cannot guarantee any level of performance. All investments have a potential risk of loss that Clients must understand and be willing to bear before implementing any recommendations from the Advisor. It is further understood that neither the Advisor nor any of its employees are qualified to render legal services or prepare legal documents.

Federal and state securities laws impose liability, under certain circumstances, on persons who act in good faith. Therefore, this agreement does not constitute a waiver of any legal rights granted under common law or federal and state securities laws.

**10. Conflicts of Interest.** The Client understands that the Advisor may refrain from rendering any advice or services concerning securities of companies with which the Advisor has a conflict of interest, which may include companies in which the Advisor's officers, directors, or employees serve in key positions with or have material economic interest.

The Advisor has disclosed any material conflicts of interest regarding the Advisor or its representatives, which could be reasonably expected to impair the rendering of unbiased and objective advice to the

Client. Such disclosure is provided in the Advisor's Form ADV Part 2A (the "Disclosure Brochure") and the applicable Form ADV2B ("Brochure Supplement[s]").

**11. Non-Exclusive Advisory Services.** It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ materially from advice given, or vary in the timing or nature of action taken, with respect to the Account[s], so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account[s] over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account[s]. The Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account[s] any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor.

**12. Reliance of Information.** The Client understands that the Advisor, in the performance of its rights, obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

**13. Data and Information We Provide**

Provided Information is for informational purposes only. Price quotes may be delayed fifteen (15) minutes or longer. Neither we nor the Data Providers guarantee the timeliness, accuracy, completeness, reliability, or content of Provided Information or of other market information or messages disseminated to or by any party. Neither we nor any Data Provider warrants that the Provided Information provided by any such entity will be uninterrupted or error-free. We or any Data Provider, in our or their sole discretion and without notice, may suspend or stop providing any category of Provided Information.

**14. Termination and Cancellation.** Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party as defined under the Investment Advisers Act of 1940, as amended. Subject to the terms of this Item, this Agreement shall be binding upon the heirs, successors, legal representatives, or assigns of either one of the respective parties.

Death, Disability and Client Exploitation – This Agreement will not terminate upon the death, disability, or incapacitation of the Client. The Client grants the Advisor permission to report to appropriate securities regulators, adult protective services and /or legal authorities, should the Advisor have reasonable belief that financial exploitation of the Client has been attempted or has occurred. The Advisor may impose a delay on the disbursement of funds or dissemination of information if the Advisor has reasonable belief that financial exploitation of the Client has been attempted or has occurred.

Termination – This Agreement may be terminated, at any time, by either party, by written notice to the other party. In addition, the Client may terminate within five (5) business days of signing this Agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client.

Prohibited Use – You may not use your Account for any of the following uses, which may result in the suspension, termination, or closure of your Account: (i) any use in violation of applicable federal, state, or local law or regulation or the rules or regulations of any self-regulatory organization (such as FINRA), or (ii) investing on behalf of a company, corporation, or other entity.

**15. Governing Law, Disputes and Venue.** To the extent federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the state of Delaware.

**16. Arbitration.** This Advisory Agreement requires mandatory, individual binding arbitration, covering each contract, all transactions thereunder, and/or any other interactions between the parties that relate to such contractual relationships. By clicking accept or providing your E-signature you agree with the following:

1. **Binding Arbitration:** You and Pattern acknowledge that judgment upon any arbitration award is binding, and may be entered in any court of competent jurisdiction.
2. **Mandatory Arbitration:** All parties to this Advisory Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
3. **This Section Survives Agreement Termination:** This Section 16 survives the end of the relationship between you and Pattern, including the cancellation or termination of the Advisory Agreement as stipulated in section 14.
5. **No Class Actions:** Arbitration shall not proceed on a collective or class basis without written authorization by all parties. Parties may not consolidate claims on behalf of multiple individuals or entities unless they were parties to the same transaction. A ruling under arbitration shall only determine the obligations of the named parties, and no arbitrator may make a reward to anyone other than the named parties, unless otherwise agreed to in writing by all parties.
6. **Location:** Unless all parties agree to video or teleconference, all disputes will be addressed in the state of Delaware.
7. **Op-Out:** You may opt out of this arbitration provision for all purposes by sending an arbitration opt-out notice to team@patternfi.com, within 30 days of the date of your acceptance of the terms of this advisory agreement, or within 30 days after you receive notification of any material changes to this Section 16. Include your name, address, and signature in your opt-out notice.

**16. Disclosures.** The Advisor represents that it is registered as an investment advisor, or exempt from such registration with the necessary state or federal securities commission[s] in accordance with applicable securities law[s]. The Client hereby acknowledges receipt of the Advisor's Form ADV 2A ("Disclosure Brochure"), Form ADV Part 3 ("Form CRS") and Form ADV2B ("Brochure Supplement[s]"), which contain information regarding the Advisor's services, fees, business practices and the background of its advisory person[s].

#### **Risks to Investing:**

1. **Losses May Occur.** You acknowledge that all investments involve risk, that losses may occur, and that past performance is not a guarantee or indication of future results or returns. The greatest risk in buying securities is the potential for the value of the security to decrease significantly or entirely. There is always the potential of losing money when you invest in securities.
2. **Not Insured.** Stock investments are not federally insured by the FDIC.
3. **Technology Platform.** Electronic trading poses unique risk to investors, as system response and access times may vary due to market conditions, system performance, and other factors. Market volatility, volume, and system availability may delay access to your Account and trade executions. We cannot guarantee that our system will be accessible or function adequately to execute a trade in any particular security or at a particular time. Our system depends on services provided by various third parties, including your internet service provider, mobile phone carrier, and other providers of hardware and software that are needed to access your Account. We do not control the products or services provided by these third parties and we cannot guarantee they will operate adequately at all times
4. **ETFs.** Investors should consider the investment objectives and unique risk profile of Exchange Traded Funds (ETFs) carefully before investing. ETFs are subject to risks similar to those of other diversified portfolios. Although ETFs are designed to provide investment results that generally correspond to the performance of their respective underlying indices, they may not be able to exactly replicate the performance of the indices because of expenses and other factors. A prospectus contains this and other information about the ETF and should be read carefully before investing. More information can be found here:

<https://www.finra.org/investors/learn-to-invest/types-investments/investment-funds/exchange-traded-fund>

#### **Fractional Share Disclosures:**

1. **Overview.** You understand that you may receive fractional shares as a result of any purchase or sale of securities that the Advisor makes on your behalf in your Account. Trading in fractional shares has unique risks and limitations, and you acknowledge that you understand these prior to investing.
2. **Rounding.** All holdings of fractional shares are rounded to the ninth decimal place, the value of fractional shares to the nearest cent, and any dividends paid on fractional shares to the lower cent. I understand that I may receive dividends in an amount less than my pro rata ownership would otherwise entitle me to receive, and in certain instances no dividend at all, subject to the rounding methodology. Fractional component of an order will be fulfilled at the execution price received for the corresponding whole shares.
3. **Transferability.** Fractional shares within the Account (i) are unrecognized, unmarketable, and illiquid outside the platform, (ii) are not transferable in-kind, and (iii) may only be liquidated and the proceeds transferred out via a wire transfer.

**17. Privacy.** The Client hereby acknowledges that it has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed to in writing or as required by law, the Advisor will keep confidential all information concerning the Client's identity, financial affairs, and investments; provided, however, that the Client authorizes the Advisor to contact the Client's accountants, attorneys and other consultants as deemed necessary by the Advisor.

#### **18. Notices.**

1. **Notices.** Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address or through email (at the email addresses provided in this Agreement or at a substitute email address provided by the respective party). By signing this Agreement, the Client hereby consents to communications from the Advisor via email and such emails shall be deemed effective notice upon receipt by the Client. The Client may revoke this consent to email delivery at any time by providing advance written notice to the Advisor.
2. **Customer Identification Notice:** Important information you need to know about opening a new account. To help the government fight the funding of terrorism and money laundering activities, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account. More information can be found here: <https://www.finra.org/investors/customer-identification-program-notice>

**19. Entire Agreement and Amendment.** This Agreement contains the entire agreement and understanding between the Client and the Advisor with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

In the event that any sentence or paragraph is declared by a court of competent jurisdiction to be void, that sentence or paragraph shall be deemed separate from the remainder of this Agreement and the balance of the Agreement shall remain in effect.

**By executing this Agreement, the parties acknowledge and accept their respective rights, duties, and responsibilities. The Client also acknowledges receipt of the Advisor's Disclosure Brochure, Brochure Supplements, and the Advisor's Privacy Policy.**