

Access Softek Advisory Services, LLC

Schedule 1: Fees

1. **Rate.** The Advisory Fee is 0.5% per year of the value of the account, or 0.042% per month, subject to a minimum fee of \$0.50 per month.
2. **Billing cycle.** Client will be charged the fees on the first day of each calendar month.
3. **Calculation logic.** AS Advisory Services calculates the monthly fee for each investor by multiplying the net market value of the Account on the last day of the prior month with the monthly rate above. For the weekend or holidays when the market is closed, we use the previous date's market value. If the monthly fee calculated for the Account is less than \$0.50, we charge \$0.50 instead.
4. **Broker-Dealer Fees.** AS Advisory Services does not charge any other fees to you, the Client; however, the Broker-Dealer, DriveWealth, LLC, may charge certain other fees, which we've listed below.

Transfer Charges

ACAT Out (USA) \$50.00 per Account*

ACAT OUT (Intl.) \$100.00 per Account*

ACAT Incoming: Free

*ACAT pass through fee: \$0.10 per position (inbound and outbound)

DWAC Transfer: \$75.00 per position

DTC Deliveries/ Receives: \$15.00 per position

DRS Transfer Incoming and Outgoing: \$50.00 per position

Miscellaneous Charges

Returned Checks: \$20.00 per check

Check Stop Payments: \$25.00 per check

Overnight Check Delivery: \$20.00 per check

Returned Wire Transfers (applies to attempted third-party wires): \$25.00 per returned wire

Failed ACH Transfer: \$20.00 per failed transfer

Tax Certification (W-8 Ben): \$5.00 per Account. One-time fee assessed at Account opening.
Non-U.S. Accounts only.

1099 Request for Exempt Accounts: \$50.00 per request

Tax Document Request (Fax and Regular Mail): \$25.00 per request

Physical Copy of Trade Confirmations: \$3.00 per confirmation

Physical Copy of Monthly Account Statements: \$5.00 per statement

Broker Assisted Trades (Phone Order): \$10 per Transaction

Withdrawal/ Administrative Request Charges

Paper Check / e-check (USD): \$3.00

ACH Transfer (outgoing): \$0.25

Outgoing Domestic Wire Transfer: \$25.00

Outgoing International Wire Transfer: \$35.00

Pass-through Fees

SEC Fee (sell side only): \$22.10 per million

TAF Fee (sell side only): \$0.000119 per share (maximum of \$5.95)

ADR Fee: Varies by ADR. Please refer to the specific ADR prospectus for additional detail.

Note: Additional Pass-through fees may be applicable. All pass-through fees are rounded up to the nearest penny and charged on a per Transaction basis.

Margin Debit Balances

Margin Debits Interest is charged at the Federal Funds Rate plus 400 basis points.

Individual Retirement Accounts (IRAs)

IRA Establishment Fee: \$5.00 per Account

(One-time charge assessed in full at IRA set-up)

IRA Annual Maintenance Fee: \$20.00 per Account per year

(Yearly charge assessed in full on the first day of the anniversary month of the IRA creation date. For example: all IRAs established in March of a given year will be assessed the Annual Maintenance Fee as of March 1st of the following year, irrespective of the calendar date of such Account's creation)

IRA Closing Fee: \$60.00 per Account

(Assessed in full upon closing of the IRA)

When applicable, the DriveWealth fees will be charged to Client in accordance with the terms of the DriveWealth Client Account Agreement and [Terms of Use](https://apps.drivewealth.com/disclosures/) [https://apps.drivewealth.com/disclosures/]. As an account holder, you will be notified of any changes to DriveWealth's fees.

CLIENT HEREBY WARRANTS AND ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ, UNDERSTANDS, AND AGREES TO ALL OF THE FEES SET FORTH IN THIS SCHEDULE 1 TO THE ACCESS SOFTEK ADVISORY SERVICES, LLC, CLIENT ACCOUNT AGREEMENT AND DISCLOSURE STATEMENT.

Access Softek Advisory Services, LLC

Client Account Agreement and Disclosure Statement

This Agreement is entered into by and between Access Softek Advisory Services, LLC, a California limited liability company (“**AS Advisory Services**”), and you (“**Client**”), effective as of the first day the brokerage account described below is opened at DriveWealth LLC (the “**Custodian**”) and starts to receive trading instructions from AS Advisory Services (the “**Effective Date**”). In consideration of the mutual covenants herein, Client and AS Advisory Services agree as follows:

1. Services. Client retains AS Advisory Services to issue trading instructions and to manage the securities investment account established and owned by Client (the “**Account**”) with the Custodian. The Account has been established by Client, through his or her logged-in access to his or her accounts at the credit union (the “**Credit Union**”) where Client is a member, using AS Advisory Services’ interactive website (together with any computer or mobile web access to such site, the “**Website**”), and using computer models to monitor the Account’s trading strategy. AS Advisory Services shall manage the Account by issuing trading instructions to the Custodian, as provided in this Agreement. Subject to any restrictions provided by Client to AS Advisory Services, Client grants to AS Advisory Services full discretion as to all investment decisions regarding the Account, including, but not limited to, authority to buy, invest in, hold for investment, own, assign, transfer, sell (long or short), exchange, trade in, lend, pledge, deliver and otherwise deal in stocks, exchange traded funds (ETFs), shares of and interests in investment companies and other kinds of securities and intangible investment instruments (“**Securities**”) for the Account, and to exercise in AS Advisory Services’ discretion all rights, powers, privileges and other incidents of ownership with respect to Securities in the Account. AS Advisory Services will not have any duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving Securities held in or formerly held in the Account or the issuers of Securities.

Notwithstanding anything in this Agreement to the contrary, AS Advisory Services shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in the Account to itself or to direct any disposition of such Securities or funds except to Client, for countervalue or as provided in section 9 (entitled “Payment of Fees”).

Client retains all authority to exercise voting rights with respect to Securities in the Account, and AS Advisory Services is expressly precluded from exercising voting rights with respect to such Securities.

2. Power of Attorney. To enable AS Advisory Services to exercise fully its discretion and authority as provided in section 1, Client hereby constitutes and appoints AS Advisory Services as Client’s agent and attorney-in-fact with full power and authority for Client and on Client’s behalf to buy, sell and otherwise deal in Securities and contracts relating to same for the Account. Client further grants to AS Advisory Services as Client’s agent and attorney-in-fact full power and authority to do and perform every act necessary and proper to be done in the exercise of the foregoing powers as fully as Client might or could do if personally present. This power of

attorney is coupled with an interest and shall terminate only on termination of this Agreement or on receipt by AS Advisory Services of written notice of the dissolution, death or incapacity of Client.

3. Client Information. Client shall promptly advise AS Advisory Services of (a) Client's investment profile, risk tolerance and investment timeline through the client interface on the Website, (b) any changes or modifications to that information and (c) any specific investment restrictions relating to the Account. Client agrees to update such information promptly to reflect any changes to such information, and to respond promptly to requests for updates. Client may at any time direct AS Advisory Services to sell such Securities or take such other lawful actions as Client may specify to effect compliance of the Account with Client's investment objectives. In addition, Client may notify AS Advisory Services at any time not to invest any funds in the Account in specific Securities or specific categories of Securities, and AS Advisory Services shall promptly follow those instructions. Client understands that any request to change Client's information or requested changes for the Account may trigger transaction charges and such changes as AS Advisory Services determines is best to implement Client's overall investment goals and objectives for the Account, and that instructions not to invest in certain securities will likely affect the Account's risk profile and returns.

Client agrees promptly to furnish to AS Advisory Services all data and information AS Advisory Services may reasonably request to render the investment advisory services described above. Client shall be solely responsible for the completeness and accuracy of the data and information furnished to AS Advisory Services hereunder.

4. Representations and Warranties.

(a) Client represents and warrants to AS Advisory Services and agrees with AS Advisory Services as follows:

(i) Client has the requisite legal capacity and authority 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. Client's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of the governing documents (if any) of Client or any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. Client will deliver to AS Advisory Services evidence of Client's authority and compliance with its governing documents on AS Advisory Services' request.

(ii) Client is the owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities. All assets used to fund the Account are Client's sole property and no other person has any rights to such assets. Client is either a natural person or an entity engaged in a trade or business other than investing in Securities. Client is not an investment entity (such as an investment pool organized as a limited partnership, limited liability company, corporation or other entity). Client is a citizen of and resident in the United States of America.

(iii) As of the Effective Date, and at all times during the term of this Agreement, none of the Account's assets are or will be assets of "employee benefit plans" within the meaning of the Federal Employee Retirement Income Security Act of 1974, as amended.

(b) Client acknowledges and agrees as follows:

(i) That (A) AS Advisory Services does not guarantee the performance of the Account, is not responsible for investment losses and the Account is not insured against loss of income or principal; (B) there are significant risks associated with investing in Securities, including the risk that the Account could suffer substantial diminution in value, and this risk applies even when an account is managed by an investment adviser; (C) the past performance of the Account does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; and (D) AS Advisory Services manages the Account based on Client's stated investment objectives and risk tolerances, by seeking to identify the optimal asset classes in which to invest, efficient investments to represent each of those asset classes, the ideal mix of asset classes based on Client's specific risk tolerance, and the most appropriate time to rebalance Client's portfolio to maintain intended risk tolerance and optimal return for Client's risk level. There are significant risks associated with any investment program.

(ii) That AS Advisory Services' sole obligation hereunder or otherwise, is to manage the Account based on the information provided by Client for the Account, and Client has not engaged AS Advisory Services to provide any financial planning, asset allocation or other investment or financial advisory services. Client understands that AS Advisory Services is not responsible for any losses in the Account, as provided in section 11 below. Client understands and agrees that the management of the Account is not intended to provide a complete or balanced investment program.

(iii) That the Account will be managed solely by AS Advisory Services providing trading instructions to the Custodian reflecting the risk tolerance and expected time frame designated by Client through the Website, which presents particular risks of loss to the Account. In particular, Client understands that Client's access to the Website and AS Advisory Services' trading instructions will not be timely and/or properly made for many reasons, including but not limited to internet service failure, software or Website unavailability, or power interruption, such as due to natural disasters, terrorism, cyberattacks or other causes. The Website may also be unavailable from time to time for maintenance, because the Credit Union functionality is unavailable or for other reasons. In the event of any internet unavailability or failure affecting the Website, timely trading may not occur.

(iv) That AS Advisory Services are provided electronically, through the Website, by linking to Client's existing account(s) at the Credit Union. Client expressly acknowledges the Statement re Electronic Agreement and Disclosure that is attached to this Agreement and incorporated herein. Client has a non-exclusive license to access and use the Website as a client of AS Advisory Services for the limited purposes of establishing, funding and withdrawing from the Accounting, and communicating information about the Account. AS Advisory Services retains all right, title and interest in the Website and all intellectual property associated with the Website. Client agrees to comply with [Terms of Use](https://f.hubspotusercontent30.net/hubfs/6461133/Policies%20PDF/AIM_Website_Terms_and) [https://f.hubspotusercontent30.net/hubfs/6461133/Policies%20PDF/AIM_Website_Terms_and_

Conditions.pdf], and acknowledges the limitations on liability and the disclaimers of warranties relating to the Website.

(v) That the prices of Securities purchased or sold by the Account may be less favorable than the prices in similar transactions by other AS Advisory Services clients. Client consents and agrees that AS Advisory Services may aggregate Securities sale and purchase orders for the Account with similar orders being made contemporaneously for other accounts managed by AS Advisory Services if, in AS Advisory Services' reasonable judgment, such aggregation is reasonably likely to result in an overall economic benefit to the Account and those other accounts, based on an evaluation that the Account and those other accounts are benefitted by relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions, or a combination of these and other factors. In many instances, the purchase or sale of Securities for the Account will be effected substantially simultaneously with the purchase or sale of like Securities for the accounts of other clients of AS Advisory Services. Such transactions may be made at slightly different prices, due to the volume of Securities purchased or sold. In such event, the average price of all Securities purchased or sold in such transactions may be determined, and Client may be charged or credited, as the case may be, the average transaction price. As a result, however, the price may be less favorable to Client than it would be if similar transactions were not being executed concurrently for other accounts.

(vi) That AS Advisory Services is not affiliated with the Credit Union, and that the Account is not a deposit account and is not insured by the National Credit Union Share Insurance Fund. The availability of the Account through the Website, which is linked to Client's accounts at the Credit Union, is for Client's convenience. AS Advisory Services' affiliate provides website and other data, technology and web-based service to the Credit Union and as an adjunct to those services Client has access to the Website through Client's account log-in at the Credit Union. In connection with these arrangements, Client acknowledges that he or she understands that the Credit Union is receiving a portion of the Advisory Fee, as described at section 6(b).

5. Confidentiality. Client acknowledges receipt of [AS Advisory Services' Privacy Policy](https://f.hubspotusercontent30.net/hubfs/6461133/Policies%20PDF/Access_Softek_AIM_Privacy_Policy.pdf). [https://f.hubspotusercontent30.net/hubfs/6461133/Policies%20PDF/Access_Softek_AIM_Privacy_Policy.pdf]

6. Advisory Fee.

(a) For the Account, Client shall pay to AS Advisory Services an amount per calendar month equal to one-twelfth of the annual fee specified for the Account in Schedule 1 attached hereto, multiplied by the net market value of the Account (the "**Advisory Fee**"). AS Advisory Services may amend the rate of the Advisory Fee by giving notice to Client, as described in section 19, of any change in the rate of the Advisory Fee. A change in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after AS Advisory Services provides such notice.

(i) The Advisory Fee will be paid on the first day of each calendar month. The Advisory Fee will be calculated using the net market value of the Account on the last day of the prior calendar month. Each calendar month is a "**Fee Period**."

(ii) If Client withdraws the entire Account balance or this Agreement is otherwise terminated on any date other than the last day of a Fee Period, Advisory Fee for such Fee Period will not be prorated.

(b) AS Advisory Service pays a portion of the Advisory Fee to the Credit Union, in consideration of the Credit Union permitting the interface of the Website that is linked to the Client's Credit Union accounts. As described in section 6(a), the Credit Union specifies the annual percentage of the Advisory Fee that applies, and the Credit Union is receiving a portion of the Advisory Fee as specified in Schedule 1.

7. Valuation. The assets in the Account will be valued by the Custodian, as the account custodian.

8. Thirty-Day Hold on Deposits. For each deposit the Client makes into the Account, a thirty-day hold will be placed on the deposited amount and Client will be prevented from withdrawing those funds during the hold period. The newly deposited amount will be invested but not able to be withdrawn, however, Client will be able to withdraw from the remaining balance during the hold period.

9. Rebalancing. Portfolio rebalancing will be performed quarterly.

10. Responsibility for Expenses. The Account shall be responsible for all expenses related to trading the assets of the Account, including, but not limited to, interest on margin borrowing, dividends payable with respect to Securities sold short, custodial fees, brokerage commissions, bank service fees and interest on Account-related loans and debit balances. Fees charged by Custodian are set forth in Schedule 1.

11. Payment of Fees. AS Advisory Services may, in its discretion, either (a) cause the Account to pay to AS Advisory Services any amount owing to AS Advisory Services under this Agreement, or (b) bill Client for such amount, in which case Client shall pay such amount to AS Advisory Services within ten days of Client's receipt of such bill. If AS Advisory Services causes the Account to pay AS Advisory Services directly, AS Advisory Services shall notify both Client and the Custodian at the same time, the amount of the Advisory Fee, the net market value of Client's assets on which the Advisory Fee is based and the specific manner in which the Advisory Fee was calculated. Notification to Client will be through Client's user account on the Website.

12. Broker to Be Used. All transactions shall be executed by the Custodian, as the custodian of the Account. Client understands and agrees that AS Advisory Services' brokerage practices shall be consistent with the disclosure in [AS Advisory Services' Form ADV, Part 2A](https://f.hubspotusercontent30.net/hubfs/6461133/Internal/EasyVest%20Agreements/AS%20Advisory%20Services%20Form%20ADV,%20Part%202A.pdf) [https://f.hubspotusercontent30.net/hubfs/6461133/Internal/EasyVest%20Agreements/AS%20Advisory%20Services%20Form%20ADV,%20Part%202A.pdf] as amended from time to time. Client represents and warrants that Client is satisfied with the terms and conditions (including, but not limited to, commission rates) relating to all services to be provided by the Custodian. AS Advisory Services shall not have any responsibility for obtaining for the Account the best prices or any particular commission rates. Client recognizes that Client may not obtain rates as low as it might otherwise obtain if AS Advisory Services had discretion to select broker-dealers other than the Custodian.

13. Account Losses. To the extent permitted under applicable law, Client agrees that AS Advisory Services and its affiliates will not be liable to Client for any losses incurred by Client that arise out of or are in any way connected with any recommendation or other act or failure to act of AS Advisory Services under this Agreement, including, but not limited to, any (a) failure to obtain the lowest brokerage commission rates, failure to arrange orders to obtain the lowest brokerage commission rates with respect to any transaction on behalf of the Account, or a failure to recapture any brokerage commission for the benefit of the Account, (b) trade error made by any indemnified person in connection with any transaction on behalf of the Account, (c) error in judgment with respect to the Account, (d) events affecting the Website or any other system by which AS Advisory Services provides services or communicates with or to Client and/or Custodian, including without limitation any failure, default or delay resulting from computer, electronic or mechanical equipment failure, internet unavailability for any reason, unauthorized access, failure of common carrier or utility systems, severe weather or breakdown in communications, or (e) tax liability asserted against Client by any federal, state or local authority as a result of any position taken by AS Advisory Services with respect to the Account, so long as such recommendation or other act or failure to act does not constitute a breach of AS Advisory Services' fiduciary duty to Client (for these purposes, a failure or error described in clauses (a) through (d) shall not be deemed a breach of AS Advisory Services' fiduciary duty). Client shall indemnify and defend AS Advisory Services and its managers, members, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or any custodian, broker, agent or other third party selected by AS Advisory Services in a commercially reasonable manner or selected by Client, except such as arise from AS Advisory Services' breach of fiduciary duty to Client. Anything in this section 11 or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

14. Termination.

(a) This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided through the Website, or by e-mail to Client at the e-mail address provided by Client to AS Advisory Services or to AS Advisory Services at investsupport@accesssoftek.com. Client may withdraw all or any portion of the Account by transferring funds from the Account to his or her Credit Union account through the Website at any time, subject to Client retaining at least \$200 in the Account (the minimum account size). Client's withdrawal of the entire Account, or an amount that reduces the Account to less than the minimum account size, will terminate this Agreement immediately.

(b) Unless Client makes alternative arrangements with AS Advisory Services for access to the Website, this Agreement shall terminate immediately if Client closes all of his or her accounts with the Credit Union. In addition, if the agreement between the Credit Union and AS Advisory Services terminates or if either the Credit Union or AS Advisory Services has given notice to the other of its intent to terminate such agreement, AS Advisory Services may either (i) terminate this Agreement, effective on or before the termination of such other agreement, or (ii) notify Client of Client's options, if any, to access the Account through the Website through a financial institution other than the Credit Union. If Client is unable to or decides not to access the Account through another financial institution pursuant to the preceding clause (ii), then this

Agreement shall terminate. In the event of termination of this Agreement under this section 12(b), unless Client notifies AS Advisory Services otherwise, AS Advisory Services shall promptly cause the Account to close all positions in the Account, and all proceeds in the Account will be transferred to an account of Client at the Credit Union or such other account that Client shall designate by notice to AS Advisory Services or the Custodian (with a copy to AS Advisory Services).

(c) Upon termination of this Agreement, sections 5, 6 (only as to fees accruing prior to termination), 11, 17, 18 and 22 shall survive such termination.

(d) Client may incur account transfer fees or other miscellaneous charges from the Custodian to close the Account, but AS Advisory Services will not receive any of those fees. See Schedule 1 for a list of such fees. In addition, on any partial withdrawal from or contribution to the Account, the Account will be automatically rebalanced, which will result in trading expenses.

15. Account Statements. Client will receive account statements from the Custodian. AS Advisory Services will not provide any account statements for the Account.

16. Independent Contractor. AS Advisory Services is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between AS Advisory Services and Client.

17. Assignment. AS Advisory Services may not assign this Agreement without the prior consent of Client, if and to the extent that such consent is required under the Investment Advisers Act of 1940, as amended, if applicable, and the rules and regulations thereunder. In the event of an assignment by AS Advisory Services, AS Advisory Services shall request written consent of Client within a specified reasonable time (which shall not be less than thirty days). If Client does not respond to such request within the time specified, AS Advisory Services shall inform Client that the proposed assignee will continue the advisory services of AS Advisory Services for a specified reasonable time (which shall not be less than thirty days), and if Client does not respond to such second notice from AS Advisory Services, Client's continued acceptance of investment management services from the proposed assignee shall constitute Client's consent to the assignment. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

18. Delivery of Information. Client acknowledges electronic delivery of AS Advisory Services' brochure that would be required to be delivered under the Advisers Act (including the information in Part 2A of AS Advisory Services' Form ADV), which is available [here](https://f.hubspotusercontent30.net/hubfs/6461133/Internal/EasyVest%20Agreements/AS%20Advisory%20Services%20Form%20ADV,%20Part%202A.pdf) [https://f.hubspotusercontent30.net/hubfs/6461133/Internal/EasyVest%20Agreements/AS%20Advisory%20Services%20Form%20ADV,%20Part%202A.pdf]. On written request by Client, AS Advisory Services agrees to deliver electronically annually, without charge, AS Advisory Services' brochure required by the Advisers Act.

19. 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 California, excluding its provisions on conflicts or choice of laws. Except as otherwise expressly set forth in section 18 of this Agreement below, any legal action or proceeding arising under this Agreement shall be brought exclusively in courts located in San Francisco, California or in federal court for the Northern District of California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

20. Dispute Resolution.

(a) Arbitration of Disputes. Any dispute, claim or controversy arising out of or relating to 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. Each party further agrees 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.

(b) Exceptions and Opt-Out. As limited exceptions to mandatory arbitration as set forth in this Section 18 of this Agreement: (i) each party may seek to resolve a Dispute in small claims court if it qualifies; and (ii) 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 any intellectual property rights. In addition, each party will retain the right to opt out of arbitration entirely and litigate any Dispute if it provides the other party with written notice of its desire to do so within thirty (30) days of the Effective Date.

(c) 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 the claim is for U.S. \$10,000 or less, the party demanding arbitration 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 the 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 San Francisco, California, unless the parties both agree in writing to a different location. Each party agrees 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.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The prevailing party in arbitration will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) Class Action Waiver. **EACH PARTY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR**

REPRESENTATIVE PROCEEDING. Further, if any Dispute is resolved through arbitration, the arbitrator may not consolidate the Dispute with another person'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 18 are found to be unenforceable, the remainder of this section 18 shall not be affected thereby and, to this extent, the provisions of this section 18 shall be deemed to be severable.

(f) Amendments to this Section 18. Amendments to this section 18 may be proposed by AS Advisory Services by notice to Client as described in section 19. Client may reject such amendment by written notice to AS Advisory Services, using the forms of notice described in section 19, within thirty (30) days of the date Client receives such notice. If Client rejects such amendment, Client's agreement in this section 18 (including any subsequent amendments to this section to which Client has not objected) shall remain in effect.

21. Notices. All notices and communications to Client under this Agreement will be made electronically, either through the Website or by e-mail. Client's contact information for this purpose is Client's "Messages & Alerts" page of the Website, and the primary e-mail address provided to AS Advisory Services by Credit Union. Client acknowledges that Credit Union will share Client's contact information with AS Advisory Services for this purpose. AS Advisory Services contact information is through the Contact Us link on the Website, and investsupport@accesssoftek.com.

22. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof.

23. Amendments. Client acknowledges that AS Advisory Services may amend this Agreement by notifying Client, as provided in section 19 above, which amendment will be effective on the date specified in such notice, which shall be at least thirty (30) days after such notification or such later time as AS Advisory Services may specify, provided that amendments changing the Advisory Fee in section 6 or dispute resolution in section 18 shall be made as provided in those respective sections.

24. Entire Agreement. This Agreement is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including any and all preexisting investment advisory agreements, which are hereby cancelled), regarding the subject matter hereof.

No Third-Party Beneficiaries. Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.

CLIENT HEREBY WARRANTS AND ACKNOWLEDGES THAT CLIENT HAS CAREFULLY READ AND UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING SCHEDULE 1: FEES HERETO, AND AGREES TO THE TERMS AND CONDITIONS HEREOF.

Statement re Electronic Agreement and Disclosure

BY ENTERING INTO THIS CLIENT ACCOUNT AGREEMENT, YOU AGREE THAT THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION FOR AN ACCOUNT WILL BE PROVIDED ELECTRONICALLY. PLEASE READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE AND VIA ELECTRONIC MAIL (“E-MAIL”).

YOU SHOULD RETAIN A COPY OF THIS AGREEMENT AND THIS STATEMENT BY USING THE “PRINT” OR “FILE SAVE” OPTIONS ON YOUR INTERNET BROWSER.

In this Statement re Electronic Agreement and Disclosure (“**Statement**”), please remember that “you” and “your” refer to the person who is establishing an Account, as defined in the Client Account Agreement, and “we”, “us” and “our” refer to Access Softek Advisory Services, LLC (“**Adviser**”).

- Agreements and other information will be provided to you electronically. Included in those agreements and other information will be disclosures required by the Investment Advisers Act of 1940, as amended (the “**Act**”) and other laws (“**disclosures**”). The agreements and other disclosures to be provided to you electronically include:
 - The Client Account Agreement and all amendments, notices and other agreements which supplement the Client Account Agreement;
 - Adviser’s Form ADV Part 2, Notice of Privacy Policy and other required and permitted legal disclosures; and
 - Account statements, fee calculation statements and performance reports.
- By opening the Account, and then accessing the Account and the Website, you are accepting this Statement and you are agreeing to receive electronically the agreements and other information listed in the preceding paragraph, including the disclosures. Your consent to receive information electronically will apply only to the agreements and other information listed in the first bulleted paragraph above, including the disclosures.
- Information regarding your Account, including the disclosures, will be available through the website of your Credit Union, through which you linked to Adviser’s Website through your user profile for at least two years following the termination of your status as a client of Adviser. After that, the information will be available upon request by contacting us at **investsupport@accesssoftek.com**. When revised or new disclosures are available on the

Website, we will send a message to your user account, or otherwise notify you of their availability. You agree to check the Website regularly for messages, because Adviser's primary means of communicating with you may be through the Website without a separate notification to your e-mail account.

- You are responsible for maintaining a valid e-mail address and software and hardware to receive, read and send e-mail. You must provide us with your current e-mail address and promptly notify us of any changes to your e-mail address in your user profile on the Website. You are also responsible for protecting against unauthorized access to your Account, by keeping your log-in credentials, including your Account password, secure and private.
- To receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures, you will need a compatible operating system and web browser, and you will need access to a printer or the ability to download information in order to keep copies for your records. You must periodically refer to the Website for current system requirements. By establishing an Account, and then accessing that Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records.
- For customer service or technical assistance regarding your Account, including the disclosures, you may either send an e-mail to **investsupport@accesssoftek.com** or contact us through the Website.

You may obtain a paper copy of the agreements and other information listed in the first bulleted paragraph above, including the disclosures, at any time by notifying us using any of the methods described in the immediately preceding paragraph for customer service. We will not charge you a fee for the paper copy.

This consent will apply on an ongoing basis unless you withdraw your consent. You may withdraw your consent to receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures. However, if you do withdraw your consent, Adviser may terminate your Account. To withdraw your consent, please notify us using any of the methods described above for customer service.

By opening one or more Customer Accounts, and then accessing your Customer Account(s), you are indicating that you have reviewed our privacy and security policies on the Website. You are also acknowledging that your initial use of a Customer Account will constitute your agreement to be bound by the terms and conditions of the agreements and other information listed in the first bulleted paragraph above, including the disclosures.

By checking the box under "Advisory Services Agreement" and finishing enrollment, you acknowledge that you have read, understand, and agree to be bound by the terms above. If you do not agree to be bound by the terms above but would like to establish an Account, DO NOT continue with the online process. Instead, please send an e-mail to us at **investsupport@accesssoftek.com**. However, because the Adviser's services and ability to manage an Account relate to the Website's

functionality, Adviser reserves the right to terminate an Account that is not subject to this Statement.

I agree that the agreement and disclosures required to be provided at the time of application and any supplemental agreements or subsequent notices of changes will be provided electronically, and I confirm that I will download or print all electronically-provided documents for my records. I acknowledge that I can access the disclosures, agreements and information that are provided electronically on the Website and via e-mail.

