



Helium Advisors LLC
Investment Advisory Agreement
11/29/2021

This Investment Advisory Agreement (this “Agreement”) sets out the terms and conditions under which Helium Advisors LLC (“Helium,” “we,” “our” or “us”), an investment adviser registered with the U.S. Securities and Exchange Commission (“SEC”), will provide ongoing discretionary investment advisory services with respect to the assets in your Helium investment account (each, an “Account” or “Discretionary Account”). These services will be provided under Helium’s wrap fee program, as described further herein and in Helium’s Wrap Program Brochure. Helium will also provide certain other services that may be selected by a client (“Client” or “you”), as also described in this Agreement. This Agreement will become effective, and you will become our client, on the date you electronically sign and submit the application. Helium provides its services via its Electronic Platform (defined below), therefore, you will sign this Agreement digitally, which will constitute your electronic signature. Your electronic signature will have the same binding effect as if you signed a paper agreement by hand. You should review this Agreement carefully before signing it.

This Agreement may be amended from time to time without your prior notice or consent. Amended agreements will be available through the Electronic Platform. By keeping your Discretionary Account with Helium or by continuing to use the services provided by Helium under this Agreement, you agree to and accept all terms and conditions of any amended Agreements, including any new or changed terms or conditions.

Investment Advisory Services

The Client hereby appoints Helium as its investment adviser and grants us limited power-of-attorney with discretionary trading authority to manage and trade the assets in your Account (the “Services”) utilizing Helium’s proprietary algorithmic-based technology. Helium accepts this appointment under the terms and conditions set forth in this Agreement and the Terms and Conditions provided in the user interface, which will change periodically and without your consent. Our authority will include the ability to manage your Account utilizing your selected Helium investment model to: (i) buy, sell and trade securities; (ii) invest in and trade exchange-traded funds and other pooled investment vehicles (“Funds”); (iii) periodically rebalance your portfolio (iv) initiate transfers of funds between your bank account and Helium, where applicable (see the Smart Contribution Service section below), (v) initiate payments to third parties as directed by the Client, and (vi) open an account with the Custodian (see the Custody section below).

Clients may choose to have Helium invest cash balances in its Account. If a Client chooses for Helium to manage cash balances, Helium will invest any such assets in cash and cash equivalent instruments. If Clients opt for Helium not to manage cash balances actively within your Account, Client hereby directs Helium to invest cash balances in the qualified custodian (the “Custodian”) cash-sweep vehicle. You hereby acknowledge that Helium will receive revenue sharing from the Custodian with respect to any Account assets that are invested in the cash-sweep vehicle.



You acknowledge that: (i) Helium will deliver the Services exclusively through an online platform and/or mobile application (collectively, including any updates and replacement or supplement to them, the “Electronic Platform”); (ii) Helium will not provide Services in person, over the phone, or through any other medium, other than through the Electronic Platform; and (iii) with respect to Discretionary Accounts we have authority to effect trades without your prior consultation or approval. You also acknowledge that certain Services will be provided by Helium’s affiliates. You may contact Helium by email at support@atomicvest.com during its business hours regarding technical questions about the Electronic Platform or Helium’s Services.

As part of the Account-opening process, you will be required to complete a questionnaire (the “Questionnaire”) that will provide us with certain information regarding your financial situation, including but not limited to information regarding your financial situation, goals, objectives and risk tolerance. Helium’s algorithmic-based technology will analyze your responses to the Questionnaire to recommend a Helium model portfolio, which will include a portfolio of equities, bonds and/or Funds based on your target risk profile, your financial objectives and other information.

You have the option to override Helium’s portfolio recommendation and choose a different model portfolio offered by Helium. In addition, at any time, you may also choose between the model portfolios recommended by Helium or you may customize the recommended portfolio by increasing or decreasing the target allocation of a security. Clients can also choose from a list of securities and request specific allocations to each. These actions may initiate an adjustment in the client’s holdings. Any such action will take place at Helium’s discretion.

You may update your risk profile and financial objectives at any time by updating the responses to the Questionnaire. At a minimum, you will be prompted to review and/or update the responses to the Questionnaire on an annual basis. Your assets are used to purchase the securities to align your Account to the corresponding target asset allocation within the recommended model portfolio or your selected model portfolio. You understand that the model portfolio recommendation is based on your responses to the Questionnaire and algorithmic analysis of any cash flows in linked bank accounts, where applicable. It is your responsibility to update your information in the Questionnaire if your situation changes. You are solely responsible for evaluating the merits and risks associated with any investments and the recommendations made by Helium.

You acknowledge that Helium does not provide: (i) comprehensive financial planning services, and its Services are not a complete investment program as they do not take all of a Client’s financial and other considerations into account when recommending a model portfolio; rather Helium’s recommendations are limited based on the information provided by the Client through the Questionnaire; (ii) tax, accounting or legal advice; or (iii) custody of your Account assets. You are encouraged to consider additional asset classes, strategies and investments to supplement the investments maintained in your Account and to consult with your tax advisor regarding any tax consequences related to your Account.

Account Requirements

There is currently no minimum investment amount required to open an Account, however Helium reserves the right to require a minimum investment amount to open an account. The Client retains sole ownership of the Account. You may make additions to and withdrawals from your Account at any time



through the Electronic Platform, subject to Helium's right to terminate your Account at any time. Additions must be in cash. Helium may also permit Clients to transfer securities in-kind into their Account, in Helium's sole discretion. You may withdraw assets from your Account upon notice to Helium, such notice must be provided through the Electronic Platform, and will be subject to the usual and customary securities settlement procedures. Helium designs its model portfolios as long-term investments and the withdrawal of assets may impair the achievement of your investment objectives. Further, when securities are withdrawn, you may be subject to tax consequences.

As you deposit or withdraw funds from your Account, Helium's algorithms will initiate purchase and/or sale transactions to rebalance your Account in line with your portfolio strategy's target allocations. Helium's algorithms will also rebalance your Account if the investment allocations deviate from the model portfolio in excess of certain thresholds or as otherwise specified by the Client. Helium will seek to execute any such transactions promptly, however Helium's algorithms analyze the trading markets to optimize the timing of trade executions. Accordingly, Helium's algorithms will determine the timing of any purchases, sales or reallocations.

Funding the Account

Helium requires a link to your bank or other financial institution account so you may make deposits to, or withdrawals from, your Helium Account (the "Funding Account"). You may also permit Helium's proprietary algorithmic-based technology to make cash transfers into your Account (see Smart Contribution Services section below). You acknowledge that your Helium Account will not be connected to your Funding Account unless and until you receive a confirmation through the Electronic Platform indicating your Account is successfully linked to your Funding Account. You further agree that, if your Funding Account is closed or restricted after you connect it to your Helium Account, you will have no right to make additions to or withdrawals from your Account unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) you successfully link a different and adequately funded Funding Account.

When linking your bank account to your Helium account, you may be presented with the option of using a third-party service that facilitates the connection of your financial information to Helium. If you decide to use these services to link your bank account to your Helium account, you expressly grant to Helium 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 the third party to provide services to you. By using such a third party, you expressly authorize Helium to retrieve your bank account and routing numbers, as well as your current bank balance and certain transaction history ("Account Information") via such service. Helium will not store your username and password for your bank account; the third party will provide Helium an access token that exclusively allows Helium to retrieve your linked account information. Further, if you use these services when signing up for a Helium account, you acknowledge and agree that the information you provide to third parties through Helium will be treated by the third party in accordance with the third party's privacy policy, and by Helium in accordance with Helium's privacy policy. By using such third party through Helium, you agree to the above terms and further agree to hold Helium harmless from any and all losses, claims, damages, or liabilities, cost, charge, expense or fee (including reasonable legal expenses), that may result from such third party's use, misuse, or loss of your personal information or Account information.



Smart Contribution Services

Clients may elect to enable Helium to provide automatic Smart Contribution Services. If this service is selected, Client authorizes Helium to scan electronically the Client's linked bank account(s) for excess cash. Client authorizes Helium to direct the Custodian to withdraw any such cash amounts designated by the Client and to deposit those amounts solely within Client's Custody account. Helium will rely on the data that is provided by a third-party banking institution and therefore cannot guarantee the accuracy of such information. If inaccurate information is provided to Helium by a third-party banking institution, such as an incorrect bank account balance amount, this could cause Helium to over or under withdraw amounts from a Client's bank account. If Helium overdraws from a Client's bank account, the Client may incur fees from the third-party banking institution. This also could result in market exposure that is greater or less than the Client's desired investment exposure in the Account. Moreover, the timing of such transactions will depend on the speed in which such third-party banking institutions process such transfers.

Client shall hold Helium and its affiliates and its and their respective employees, officers and agents harmless for any and all losses, claims, damages, or liabilities, cost, charge, expense or fee (including reasonable legal expenses) that arise directly or indirectly as a result of any Smart Contribution transactions, including but not limited to overdraft fees, taxes or transaction costs.

Client may disable the Smart Contribution Service at any time upon one (1) business-day notice to Helium through the Electronic Platform, however any transactions in progress will be completed and cannot be revoked.

Tax-Loss Harvesting

Tax-loss harvesting is a technique designed to help lower your taxes while maintaining the expected risk and return profile of your portfolio. It harvests unrecognized investment losses to offset taxes due on your other gains and income by selling a security at loss to accelerate the realization of capital loss and investing the proceeds in a security with closely correlated risk and return characteristics. The realized loss can be applied to lower your tax liability and the tax savings can be reinvested to grow the value of your portfolio.

Fees and Expenses

Advisory Fee

For the Services specified in this Agreement, Client hereby agrees to pay the fees set forth in the attached fee schedule, Exhibit 1 (the "Fee Schedule"), for each month during the term hereof commencing on the funding date, and continuing thereafter for each such month. The fee is a wrap fee in that it includes investment advisory fees in addition to custody fees and brokerage fees. Clients will be responsible for certain transaction fees and costs, such as when Helium "trades away" from the Custodian. For more information, please see Brokerage and Transaction Execution, below.



Other Fees

You understand that Helium's model portfolios may include investments in shares of certain Funds in addition to other securities. As a shareholder in any Fund, you will indirectly bear a share of the management fees and other expenses as disclosed in each Fund's prospectus. These expenses are charged by the respective Funds and are reflected in the net asset value of each individual Fund. Any such Fund fees and expenses are in addition to the investment advisory fee collected by Helium.

Additionally, you may incur certain other charges, including those imposed by third-party financial institutions. These additional costs may include, and are not limited to wire transfer fees, paper statement fees, bounced check fees, transfer taxes, wire transfer and electronic fund fees. You understand that these fees are not included in the fee that you pay to Helium.

Fee Payment

By signing this Agreement, you authorize Helium to direct the Custodian to deduct any fees applicable to your Account directly from your Account (the "Account Fees"). It is your responsibility to verify the accuracy of the calculation of the Account Fees. In the event your Account does not include a cash balance adequate to pay the Accounts Fees, you authorize Helium to determine the assets in your Helium Account that will be sold, and to liquidate these assets, without notice to you, to pay any applicable Account Fees and any other fees due under this Agreement.

Payment of fees generally will be made first from Account assets in cash, next from the liquidation of cash equivalents, and finally from liquidation of securities held in your Account. Until you terminate your Account, you will be deemed to reaffirm continuously your agreement that the Custodian may deduct the Account Fees from your Account and pay such fees to Helium.

Custody

Client assets must be maintained in an account at the Custodian. Upon submitting all Account opening documentation, Helium will facilitate the opening of a Client's custody account and will promptly notify you in writing of the Custodian's contact information. You hereby authorize Helium to enter into any such agreements or other arrangements to facilitate the custody, execution and clearing of Account transactions. Clients receive at least quarterly account statements directly from the Custodian, listing account balance(s), transaction history and any fees deducted from the Account. We encourage all Clients to review their custodial account statements promptly to confirm the accuracy of the information provided. With regard to any custodian of Client assets, Helium's authority will be limited to authorized trading activity unless the Client has opted for additional services, such as the Smart Contribution Services described herein.

Except with respect to the Smart Contribution Services, Helium shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Account assets or payment of any funds held in that Account to itself or to direct any disposition of Account Assets, except to Client, or to third-parties unaffiliated with Helium, as otherwise directed by Client, pursuant to valid legal authority, or as provided in the Fees and Expenses section of this Agreement.



Brokerage and Transaction Execution

Client understands and agrees that the investment advisory fee paid to Helium includes investment advisory services, custody fees and brokerage fees. Accordingly, Client hereby directs Helium to execute all Account transactions through the Custodian. The Client acknowledges that directing all brokerage transactions through the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable. Clients will not be permitted to direct brokerage to any other brokerage firm for execution of transactions in the Client's Account.

Notwithstanding the foregoing, Clients will be responsible for any transaction and settlement costs where Pershing executes client transactions in foreign markets, such as a purchase of a non-U.S. security through a local executing broker-dealer. In addition, Helium will trade away from Pershing in certain instances, such as when Pershing is unable to execute a particular type of transaction. Each Client will be responsible for any brokerage fees or other expenses that are associated with such transactions in addition to the wrap fee paid to Helium.

Clients should understand that using a single broker-dealer to execute transactions for their Account may result in disadvantages to the Client as a possible result of less favorable executions than may be available through the use of a different or a wider range of broker-dealers.

Helium will seek to combine or "batch" securities transaction orders (though it is not obligated to do so) to negotiate more favorable transaction terms. Under these circumstances and in accordance with Helium's policies and procedures, transactions will be averaged as to price and any non-brokerage transaction costs will be allocated among participating accounts in proportion to the purchase and sale orders placed for each account on any given day. If Helium cannot obtain execution of all the combined orders at prices or transaction terms that Helium believes are desirable, Helium will allocate the securities that Helium does buy or sell as part of the combined orders by following Helium's order allocation policies and procedures.

Margin Accounts

As part of the Helium Account opening process, Clients will be prompted to apply for a margin account with Pershing (the "Margin Account"). Margin Accounts are offered by the Custodian and not by Helium. The Custodian will establish the criteria for opening and maintaining a Margin Account. Clients should review the Custodian's Margin Handbook or any other applicable information prior to opening a Margin Account. Utilizing a Margin Account will cause you to pay additional fees to Pershing (e.g., interest on any margin loans). These fees are in addition to any fees paid to Helium. Helium will not be liable for any and all losses, claims, damages, or liabilities, cost, charge, expense or fee (including reasonable legal expenses) relating to a Margin Account.

You hereby acknowledge that Helium will receive revenue sharing from the Custodian with respect to margin interest paid by Clients to Pershing from such margin loans.



Fractional Shares

Shares purchased or sold on your behalf and/or held in your Account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount available to purchase such shares in your Account. To the extent that fractional shares are traded on behalf of Clients, this is done by allocating any excess fractional shares to Helium's proprietary fractional facilitation account. Helium will accumulate fractional shares and manage its proprietary fractional facilitation account through trades in whole share quantities in accordance with Helium's policies and procedures relating to the management of such accounts and positions. In the event of a liquidation or transfer of the assets in your Account to another account, you hereby authorize Helium to facilitate the sale of fractional shares as necessary and transfer the cash to your custodian or financial institution. You also understand and acknowledge that dividends received in connection with assets in your Account will be allocated pro-rata based on the fractional shares you hold and that you will not receive a dividend if the pro-rata amount of such dividend is less than \$0.01.

You understand and acknowledge that: (i) any fractional share transactions will be executed by Helium on a principal basis; (ii) to the extent that Helium must purchase or sell shares in the market to fulfill any part of a fractional share order, the fractional component of that order will be fulfilled at the execution price Helium received for the corresponding whole shares that are transacted on the same day; (iii) fractional shares within an Account (a) are unrecognized, unmarketable, and illiquid outside your Helium Account, (b) are not transferable in-kind to another brokerage account, and (c) may only be liquidated and the proceeds withdrawn or transferred out of your Account; and (iv) Helium will not accept dollar-based purchases or sales of less than \$1.00 and you will only receive proceeds from the sale of any whole or fractional shares rounded to the nearest \$0.01.

Cross Trades

Client hereby authorizes Helium to enter into cross trades with one or more accounts managed by Helium when doing so would be in the best interests of both clients and in accordance with Helium's policies and procedures.

Investment Tools

Client understands that any investment tools provided within Helium's online platform are not a guarantee of performance and Helium does not guarantee or make any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that Helium is not liable for any and all losses, claims, damages, or liabilities, cost, charge, expense or fee (including reasonable legal expenses), including lost opportunity or profits arising out of or relating to discrepancies between projections and suggestions and actual performance. As with Helium's services more generally, these tools are not designed to provide you with a comprehensive financial plan

Proxies

You delegate proxy voting authority to Helium, who has adopted Proxy Voting Policies and Procedures ("Proxy Policies") that require Helium to vote proxies received in a manner consistent with the best interest of its clients. Helium's Proxy Policies are reasonably designed to mitigate conflicts of interest.



Helium will only vote on proxies relating to securities held in Client Accounts. Helium will abstain from voting any proxies if it determines that abstaining is in the best interest of its clients or in situations where voting may be operationally or financially impracticable. Client also agrees that Helium will not be responsible with regard to voting proxies if it has not received such proxies or related shareholder communications on a timely basis.

You may obtain a copy of Helium's Proxy Policies and information about how Helium voted Client securities by viewing such information on Helium's website at <https://atomicvest.com/helium/proxies>.

Corporate Actions

Helium will also be responsible for giving or withholding all security holder consents or authorizations; making all elections in connection with any mergers, acquisitions, reorganizations, consolidations, dissolutions, recapitalizations, refinancings or tender offers; and exercising or abstaining from exercising any subscription, conversion and other rights and options which may affect your Account.

Legal Proceedings

Helium will not advise or take any action on behalf of any Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in, a Client's Account.

Statements & Reports

In connection with the Services, we may obtain and utilize information and data from a wide variety of public and private sources, including (i) financial publications that monitor market indices, industry research materials and other materials prepared by parties other than us and (ii) information and data concerning investment management firms obtained from both the investment management firms and/or from third party vendors. We will not utilize any such information or data if we have reason to believe it to be inaccurate. However, we will not independently verify, and cannot guarantee, such information and data, and make no representations or warranties with respect to any reports prepared by us for you to the extent such reports are based on such information or data or our analysis thereof.

Access Disruptions

Client understands that Helium does not guarantee that access to Helium's Electronic Platform will be available at all times. Helium reserves the right to suspend access to the Electronic Platform without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the online platform may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Helium, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, and force majeure. Client agrees that Helium will not be liable to client for any and all losses, claims, damages, or liabilities, cost, charge, expense or fee (including reasonable legal expenses incurred by Client), including, but not limited to, lost profits, trading losses, and similar damages resulting from such access limitations or unavailability.



Assignment

Helium may not assign this Agreement without the prior consent of Client if such consent is required under the Advisers Act. In the event of an assignment by Helium, Helium shall request any required consent(s) of Client through the Electronic Platform within a reasonable time (which shall not be less than thirty (30) days prior to the assignment). If Client does not respond to such request within the time specified, Helium shall inform Client that the proposed assignee will continue the advisory services of Helium for a specified reasonable time (which shall not be less than thirty (30) days prior to the assignment), and if Client does not respond to such second notice from Helium, Client's continued acceptance of investment advisory services from the proposed assignee shall constitute Client's consent(s) 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.

Confidentiality

Except as required by law, judicial process or as requested by regulatory authorities, (a) Helium agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Helium, except for information that Client explicitly agrees to share publicly, and (b) Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Helium in connection with the Account. Client agrees that Client shall not use any confidential information received from Helium for any purpose other than managing the Client's Account, including, but not limited to, developing a service that competes with Helium's services. Helium may disclose information relating to the Client's Account to (i) its affiliates or other agents under this Agreement, (ii) to any Client service provider designated by the Client, (iii) any market counterparty/broker in relation to transactions undertaken for the Account, (iv) or any other third party to assist or enable the proper performance of Helium's Services under the Agreement. Helium and any trading counterparties are authorized to disclose transaction and other information to data repositories and regulators for the purposes of meeting applicable transaction and other regulatory reporting requirements.

Client acknowledges receipt of and consents to Helium's Privacy Policy. You may choose not to provide your personal information to Helium; however, in these cases, Helium may choose to terminate this Agreement and any related Account(s).

Legal Capacity

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. The Client represents that he or she is 18 years of age or older and has the full power and authority to enter and perform this Agreement.

Joint Accounts

If multiple persons are entering into this Agreement on behalf of a joint account, each person understands and agrees that the representations, warranties and agreements made herein are made on behalf of each and all of the joint account holders and further agree that each (a) is a customer of



Helium under this Agreement and; (b) may deposit to, make withdrawals or transfers from, or issue stop payment orders with respect to the joint account without notice to or consent from any of the other owner(s) of the joint account (c) has the authority to act on behalf of the Account subject to Helium's investment discretion with respect to the Account, and Helium is entitled to rely upon and may accept such instructions from any one Client, which may be limited due to only one of the Clients having login privileges to the Account, without any requirement to seek confirmation of instructions from the other Client(s); (d) is jointly and severally liable per the terms of this Agreement; and (e) that in the case of death of any of the joint account holders, interest in the entire Account shall vest in the surviving Account

holder(s) under the same terms and conditions of this Agreement and the surviving Account holder(s) shall promptly provide Helium with written notice thereof and provide any documentation reasonably requested by Helium in its management of the Account. Helium may deliver securities or other property to, and send confirmations, notices, statements and communications of every kind, to any one of you, and such action shall be binding on each of you.

Each owner of a joint account is jointly and severally responsible and liable for the acts and omissions of each of the other owners of the joint account. Each owner of a joint account agrees to release Helium from all liability in connection with any instructions or payments we receive from any other owner of the joint account. In addition, all joint account holders as well as their successors, assigns, heirs and personal representatives will indemnify and hold harmless Helium and its affiliates, their respective agents, and their respective successors and assigns from any and all loss, damage or liability arising out of claims (i) related to actions or instructions given by an authorized joint account holder or (ii) incurred because any representation or warranty contained herein or in any other applicable ancillary document, is, at any time, not true and correct.

A joint account may be closed by any joint account owner. However, a joint owner may not remove any other joint account owner(s) from a joint account without an agreement signed by all of the owners of the joint account. If an owner of a joint account makes adverse claims or demands concerning the joint account, Helium may, in its sole discretion, refuse to recognize such claims or refuse to take action until the rights of all interested parties have been resolved to our satisfaction and we are provided a copy of an agreement signed by all owners of the joint account.

Non-Exclusive Services

You understand and agree that Helium may provide investment advisory or other services to other clients. You further understand that we and our affiliates may take investment action on behalf of such other clients, or for Helium and/or its employees' own accounts that may differ from the investment action taken on behalf of your Account(s).

Representations and Warranties

You represent and warrant that: (i) you have full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which you are bound, whether arising by contract, operation of law, or otherwise; (iii) this Agreement has been duly authorized and will be binding according to its terms; (iv) as of the effective date of this Agreement 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 and (v) you shall promptly notify Helium if any of your representations or warranties in this Agreement are no longer true or completely accurate.

Client also understands and agrees that Helium will manage Client's Account based on the information Client provides to Helium and if any such information becomes incomplete or inaccurate, Client will promptly notify Helium and update any applicable information on the Electronic Platform. Client further understands that Helium does not guarantee the performance of the Account and the Account is not insured against any investment losses that may occur. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Services to be provided by Helium are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to, the Client, and that such trustee or fiduciary is duly authorized to enter into this Agreement.

Anti-Money Laundering/Countering Terrorism-Financing

In connection with opening an account with Helium and the Custodian, Clients will be required to provide information and other documentation to verify the identity of the Client. Helium and other entities that service your Account are prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government or United Nations sanctions and embargo programs. Accordingly, the Client represents and warrants the following and shall promptly notify Helium if any of the following ceases to be true and accurate: (a) to the best of the Client's knowledge based upon appropriate diligence and investigation, none of the cash or property that the Client has paid or will pay or deposit in its Account has been or shall be derived from or related to any activity that is deemed criminal under United States law, nor will any of the Client's payments or deposits to your Account directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any anti-money laundering ("AML") or countering terrorism-financing ("CTF") laws (collectively, "AML/CTF Laws") (b) no contribution or payment by Client to Helium shall cause Helium to be in violation of any AML/CTF Laws. Client understands and agrees that if at any time it is discovered that any of the representations in this Section are untrue or inaccurate, or if otherwise required by applicable law or regulation related to AML, CTF and similar activities, Helium may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, freezing or forcing a withdrawal of the Client's cash or assets from Helium.

Investment Risks

You recognize that there may be loss or depreciation of the value of any investment or other assets in the Account due to the fluctuation of market values, and accordingly the value of your Account will change over time and may decrease. You represent that we have not made any guarantee, either oral or written, that your investment objective will be achieved or that the value of any Account assets will not decline. The implementation of the investment algorithms described herein are subject to many risks. You should carefully review the risks described in Item 8: Methods of Analysis, Investment Strategies and Risk of Loss in our Form ADV Part 2A.



Term and Termination

This Agreement will remain in full force and effect until either party gives written notice to the other party of its intention to terminate the Agreement. This Agreement may be terminated, without penalty, upon at least 30 days written notice by us or immediately by you. Client notice of termination shall be provided to Helium through the Electronic Platform. Once all client assets have been liquidated, the balance in the Client's Account will be remitted back to the Client's linked bank account and its Helium Account will be closed. Subject to the Liability and Indemnification Section below, Helium will not be liable to Client for any consequences of such liquidation.

Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; and (iii) your obligation to pay our fees (prorated through the date of termination).

Liability and Indemnification

To the extent permitted by applicable law, neither Helium, nor its affiliates and its and their respective officers, directors, employees, agents and delegees (the "Helium Parties") will be liable for any and all losses, claims, damages, liabilities, cost, charge, expense or fee (including reasonable legal expenses) ("Losses") resulting from any act or omission of the Helium Parties in their exercise of the powers vested under the terms of this Agreement that are not the direct result of Helium's gross negligence, bad faith, willful misfeasance, or reckless disregard in the performance of Helium's duties under this Agreement. Helium will not be liable for any act or failure to act by the Custodian and/or any broker-dealers to which Helium directs transactions for the Account(s) or by any other third party. Helium shall not be liable for any act or omission of any Custodian, brokerage firm or counterparties chosen by Helium with reasonable care. Notwithstanding the foregoing, Helium shall not be liable for the acts or omissions of any third parties who perform services for the Account that are not selected by Helium.

Client agrees to indemnify and hold the Helium Parties harmless from and to reimburse the Helium Parties for any Losses (including Helium's compensation) incurred by them while acting in accordance with the terms of this Agreement and that are not the direct result of Helium's gross negligence, bad faith, willful misfeasance, or reckless disregard in the performance of Helium's duties under this Agreement. Without limitation, Helium shall not be liable for Losses resulting from or in any way arising out of (i) any action of the Client or its previous advisers, other agents, (ii) force majeure or other events beyond the control of Helium, including without limitation any failure, default or delay in performance resulting from 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 within the control of Helium or other causes commonly known as "acts of god", or (iii) general market conditions unrelated to any material violation of this Agreement by Helium.

Notwithstanding the foregoing, you understand that the persons protected from liability as described above may owe certain duties to you under the Advisers Act, or other federal or state statutes, or rules or regulations thereunder, or the rules or regulations of self-regulatory organizations, the breach of which may confer upon you certain rights of action against those persons even if such breach did not involve a violation of the standards of care set forth above. Accordingly, those standards are not intended to constitute or be considered as a waiver or limitation of any such rights of action available to



you. Nothing in this Agreement may be interpreted to limit or modify Helium's fiduciary duties to its clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

Dispute Resolution

Any claim, controversy, or dispute arising out of or relating to this Agreement or the interpretation and validity thereof, performance, termination, enforcement, or alleged breach thereof, must be finally settled by binding, individual, arbitration conducted in accordance with this Agreement. The arbitration will be conducted before, and only before, a single arbitrator set up by Judicial Arbitration and Mediation Services ("JAMS") in accordance with its arbitration procedures. Either the Client or Helium may initiate arbitration by filing a written claim with JAMS. The venue for any arbitration will be in San Francisco, California. The decision of the arbitrator(s) will be binding and conclusive upon the parties, their successors, legal representatives and assigns. This arbitration provision shall survive termination of this Agreement. You and we acknowledge the following regarding this arbitration clause:

- Arbitration is final and binding;
- Arbitration clauses may not be enforceable where prohibited by law;
- Each party is waiving its right to seek remedies in court, including a right to a jury trial;
- Pre-arbitration discovery may be generally more limited than and different from court discovery proceedings, depending on the applicable rules of arbitration;
- The arbitrator's award may not be required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrator may be strictly limited, depending on the applicable rules of arbitration; and
- The arbitrator may be a person who was or is affiliated with the securities industry selected from banking, legal, or investment-related professions.

The prevailing party will be entitled to reasonable attorney's fees together with any reasonable costs and expenses from arbitration. This arbitration agreement will be enforced and interpreted exclusively in accordance with the Federal Arbitration Act. Client understands that nothing in this Agreement modifies any rights Client may be afforded under the federal or state securities laws, including the Advisers Act and the Federal Arbitration Act, and Client therefore is not waiving any rights Client may be afforded under such laws to pursue remedies by other means.

Client and Helium agree that each may bring claims against the other only in their respective 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.



Notices and Communications

Our opening and maintaining your Account is conditioned on your agreement to receive all notices, documents, and other information related to your account and investments electronically, through the Electronic Platform. You agree that when we send these electronic notices to you they constitute delivery of the information or documents contained in the electronic communication, even if you do not actually access the information or documents through the Electronic Platform.

By executing this Agreement, you further agree and acknowledge that:

- You authorize Helium to deliver any notices required under this Agreement, or any type of document relating to your Account through the Electronic Platform.
- You have access to a computer with the means to access such documents (including PDF software, available free of charge at Adobe's website www.adobe.com), and that you may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). Helium is not liable for these costs or any computer problems (including viruses) you incur in accessing the Electronic Platform. Client will pay for their own online provider fees and printing costs.
- The term of this consent is indefinite, but you may revoke this authorization at any time by contacting support@atomicvest.com or by using the Electronic Platform. You may also, without revoking this authorization, request from Helium, through the Electronic Platform, a paper copy of any document that Helium delivers electronically under this authorization, and Helium will provide you with a paper copy of such requested document.
- You agree to notify us immediately if you have any reason to believe your Account has been compromised by any third party.
- You agree that in no event will Helium or any of its affiliates be responsible in any manner for any losses or damages caused by any unauthorized use of your Helium account, bank account, email address, email account or instructions received by Helium from your email address or account.

Receipt of Documents

You acknowledge that you have received a copy of our Privacy Notice, Form ADV Part 2A and 2B, Form ADV Part 3, and any supplemental disclosures. Such disclosure documents were provided prior to entering into this Agreement.

Applicant Status

You hereby represent and warrant that you are either (i) a United States person, which includes a United States resident alien, have a valid United States residential mailing address and have a valid US taxpayer identification number (or social security number), or (ii) a United States non-resident alien.

Effective Date

This Agreement will be effective on your acceptance of its terms electronically by submitting the completed Agreement through the Electronic Platform.



Governing Law

This Agreement shall be governed by, and interpreted according to, the laws of the State of California, without reference to principles of conflict of laws.

Entire Agreement

This Agreement represents our entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

Validity

If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

No Third-Party Beneficiaries

Except with respect to Helium's rights pursuant to the Account Agreement, neither party intends for this Agreement to benefit any third-party not expressly named in this Agreement.



E-SIGNATURE CONSENT TO USE ELECTRONIC RECORDS, DISCLOSURES AND SIGNATURES (the “Consent”)

Any terms not otherwise defined herein have the meaning ascribed in the Investment Advisory Agreement.

Helium intends to provide you with disclosures, notices, agreements, statements, records, documents, and other information (collectively, “Communications”) and will at times seek to obtain your signature or agreement through the Electronic Platform. By opening an Account and then accessing your Account, you are consenting to the following terms:

Your consent to use and delivery of electronic records and disclosures

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, will typically be delivered to you in electronic form (“Electronic Records”). You specifically agree to the electronic delivery (i.e. the receipt and/or obtaining) of Electronic Records from Helium. The term “Electronic Records” includes, but is not limited to, any and all current and future notices and any and all required disclosures, including Fund offering materials and periodic reporting, as well as such other documents, statements, data, records, agreements and any other Communications regarding your relationship with Helium. You acknowledge that, for your records, you are able to retain the Electronic Records and Communications by printing and/or downloading them. You accept Electronic Records and Communications related to your Account as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

Your acknowledgement and consent to electronic signature

You agree that your use of a touch screen, keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Helium with instructions or your agreement or assent or other action pursuant to this Agreement, constitutes your signature (hereafter referred to as “E-Signature”), acceptance and agreement as if actually signed by you in writing. You acknowledge you are signing this Consent, the Agreement and any other documents under this Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Consent, the Agreement or any other documents under this Agreement. You consent to be legally bound by this Consent’s terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Helium. You represent that you are authorized to execute this Consent, the Agreement and any other documents under the Agreement for all persons who own or are authorized to access any of your Accounts and that such person(s) will be bound by the terms of this Consent, the Agreement and any other documents under this Agreement.



Your agreement as to validity of digital versions

You also agree that the electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

Revocation of electronic signature

This Consent will apply on an ongoing basis unless you withdraw it. You have the right to withdraw this Consent and the use of your E-Signature at any time. You acknowledge that we reserve the right to restrict or terminate your access to Helium, including without limitation the Electronic Platform, if you withdraw this Consent. If you wish to withdraw your Consent, you must notify Helium through the Electronic Platform.

Hardware, software and operating system

To receive the Electronic Records, you will need a mobile device with a compatible operating system and a connection to the Internet, and you will need access to a printer or the ability to download information to keep copies for your records. Changes, if any, to these system hardware and software requirements will be updated in the Electronic Platform. You must periodically refer to the Electronic Platform for current system requirements. By establishing and then accessing your Account, you are indicating that you have the capability to access the agreements and other information/documents, and are able to download or print copies for your records. You are responsible for installation, maintenance, and operation of your mobile device, browser and software. Helium is not responsible for errors or failures from any malfunction of your mobile device, computer, browser or software. Helium also is also not responsible for computer viruses or related problems associated with use of an online system.



Exhibit 1

Fee Schedule

The annual investment advisory fee of 100bps. will be accrued daily and collected monthly or, if you terminate your account before a month-end, the investment advisory fee will be prorated through the Account termination date. Investment advisory fees will also be prorated based on additions or withdrawals to the Account during the applicable billing period. If a Client requests a withdrawal that will result in insufficient assets to pay any fees that are due to Helium at the time of the withdrawal, such fees will be collected at the time of the withdrawal. Investment advisory fees will be based on the market value of the securities as determined by Helium, including any cash in your account at the end of each business day, as of the close of trading on the New York Stock Exchange (“NYSE”) or as of the immediately preceding close of the NYSE for days when the NYSE is closed. Helium may reduce or waive its fees or may provide a fee adjustment to a Client in its sole discretion and without notice to any other client.

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