

# Support Services Terms and Conditions

Altruist Financial LLC | August 26, 2022

Upon the acceptance of or approval from Altruist Financial LLC (“Altruist”) to provide or pay for certain support services as defined below to the registered investment adviser (“Adviser”), Adviser agrees to be bound by these terms and conditions (“Terms and Conditions” or this “Agreement”).

WHEREAS, Altruist provides certain brokerage and related services to federally and state registered investment advisers. In connection therewith, from time to time, and subject to representations provided to it by such advisers, Altruist may agree to subsidize the costs to advisers of certain eligible services in connection with the establishment of Adviser by paying, vendors and service providers for the benefit of Adviser, or in certain instances reimbursing Adviser, and/or paying, or in certain instances reimbursing Adviser, for certain third-party technology solutions in connection with supporting Adviser’s business on the Altruist brokerage platform (collectively, the “Support Services”);

WHEREAS, the Support Services may include services that may not qualify as “brokerage or research services” under Section 28(e) of the Securities Exchange Act of 1934 or that may not otherwise fit within the safe harbor provided for by Section 28(e).

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound, Adviser hereby agrees to the following terms and conditions:

1. Support Services

1.1 Subject to the terms and conditions set forth herein and in reliance on the representations provided herein, Altruist, in its sole discretion, agrees to subsidize or pay for, as applicable, certain third-party Support Services as outlined on Schedule A that are incurred by Adviser for certain eligible services in connection with Adviser establishing its adviser entity and/or for certain third-party technology solutions in connection with supporting Adviser's business on the Altruist brokerage platform.

1.2 Adviser understands and agrees that in connection with providing the Support Services, any and all approved payment(s), which shall be made by Altruist in its sole discretion, shall be paid directly to the applicable vendor to whom the Adviser is contractually obligated to pay. Notwithstanding the foregoing, Adviser further understands and agrees that in certain instances (i.e., a vendor or technology provider refusing to accept payment directly from Altruist), Altruist may reimburse Adviser for Support Services, subject to such requirements as determined by Altruist in its sole discretion including, receipt by Altruist of documentation of Adviser's payment to vendor or technology provider.

1.3 Payments for all Support Services are subject to an Altruist approval process, which may differ depending on the type of Support Service in question.

## 2. Representations and Warranties of Adviser

2.1 Adviser hereby represents and warrants that it has, prior to entering into this Agreement, made and will continue to make all required and otherwise appropriate or necessary disclosures of the Support Services to Adviser's end customers ("Clients") and to any applicable regulatory agency and other self-regulating organization. Such disclosures shall be included in all relevant client disclosure documents, including to the extent applicable, Form ADV, in accordance with applicable law, rules, regulations and the Adviser's obligations. Such disclosures shall include, as applicable, the nature of the Support Services that will be provided, the manner in which Adviser may benefit from the Support Services, the value of the Support Services and the benefit to Adviser, that the fees the Adviser charges its clients will not be reduced by the value of the Support Services received, and any and all of the conflicts of interest that the receipt of such Support Services may create, including any incentive arising in connection with Adviser's receipt of the Support Services and other benefits from Altruist for the Adviser to select (or for Clients to select) Altruist for custodial, brokerage and other services.

2.2 Adviser hereby represents that it has obtained any necessary client consents with respect to its receipt of the Support Services contemplated in the Agreement.

2.3 Adviser hereby represents that it has the requisite authority to consent to the arrangement and receive such Support Services.

2.4 Adviser hereby represents that it has adopted policies and procedures reasonably designed to manage any related conflicts of interest that the receipt of

such Support Services may create and to prevent violations of applicable laws, rules and regulations.

2.5 Adviser hereby represents and warrants that it has reviewed the acceptance of the Support Services with its qualified legal counsel or compliance consultant, as Adviser deems appropriate, and Adviser has determined based on such advice, that its acceptance of the Support Services is fully consistent with applicable law, rules and regulations and the Adviser's fiduciary, disclosure and other obligations to its Clients.

2.6 Adviser further represents that it has reviewed its acceptance of the Support Services with respect to any retirement accounts for which Adviser serves as a fiduciary with qualified legal counsel, and Adviser has determined that its acceptance of the Support Services is consistent with all applicable law, rules and regulations, and will not result in a prohibited transaction under the Employee Retirement Income Security Act of 1974 ("ERISA"), the Internal Revenue Code ("IRC"), related rules or regulations or any applicable state or other law governing such retirement accounts.

2.7 Adviser acknowledges that Altruist is relying on the representations herein as a condition to providing the Support Services and that, but for the Adviser's representations and warranties, Altruist would not be providing the payments for the Support Services.

### 3. Indemnification

3.1 Adviser agrees to defend, indemnify, and hold Altruist, its affiliates, and their respective officers, directors, members, employees, and agents harmless from and against any and all liabilities, damages, judgments, claims, and costs (including without limitation reasonable attorneys' fees and costs) that arise from Altruist providing the Support Services to Adviser. This provision shall survive termination of this Agreement.

#### 4. No Services Contrary to Law

4.1 Notwithstanding any provision of this Agreement to the contrary, Altruist shall not be obligated to provide any Support Service to Adviser if, in the sole opinion of Altruist, the provision of such Support Service would violate any law, rule or regulation to which Altruist or Adviser is subject from time to time.

4.2 On Altruist's request from time to time, Adviser agrees to provide Altruist promptly with such assurances and documentation, including if requested an opinion of Adviser's qualified legal counsel, as to the propriety of the Adviser's receipt of the Support Services and Adviser's compliance with the representations, warranties and agreements in this Agreement and applicable law.

#### 5. General

5.1 Adviser may not assign any of its rights, duties or obligations hereunder in whole or in part without the prior written consent of Altruist. Any purported assignment without such consent shall be null and void.

5.2 Altruist may, in its sole discretion, terminate this Agreement at any time upon written notice to Adviser.

5.3 This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions.

5.4 These Terms and Conditions shall remain in effect for the period that Adviser receives Support Services set forth on Exhibit A, unless Altruist and the Adviser agree otherwise in writing.

### Schedule A

Program: Advisor Tech Collection

Support Services Approved Target Budget

Support Services/Provider	Amount
RightCapital (financial planning software)	Up to \$5,000 per adviser in the aggregate across all service providers <sup>1</sup>
Wealthbox (customer relationship management software)	Up to \$5,000 per adviser in the aggregate across all service providers <sup>1</sup>

### Program Terms

The period for determining eligibility for Support Services is September 1, 2022 through June 30, 2023 (“eligibility period”). To qualify, Adviser must add five million dollars (\$5,000,000) in net new Client assets to the Altruist brokerage platform during the eligibility period. The minimum of five million dollars (\$5,000,000) in net new Client assets must be maintained in Altruist brokerage accounts to continue receiving the Support Services. If the minimum of five million dollars (\$5,000,000) in net new Client assets is not maintained, due to cash withdrawals, transfers out, or otherwise,

<sup>1</sup> The Support Service budget herein is not a guaranteed dollar amount. All payments for Support Services will be made by Altruist to the applicable vendor or technology provider directly inasmuch as is practicable and agreeable with the vendor or technology provider, notwithstanding that such Support Services will be provided to Adviser pursuant to a separate contractual arrangement to which Altruist is not a party. If a vendor or technology provider refuses to allow Altruist to pay them directly for Support Services, Altruist may instead reimburse Adviser for Support Services received from the vendor or technology provider, upon receipt by Altruist of proof of Adviser’s payment to vendor or technology provider. Any such reimbursements may be made to Adviser’s house account with Altruist, or by another means if deemed necessary or appropriate by Altruist. All payments are subject to Altruist’s sole review, discretion and approval.

the Support Services will no longer be provided. This program is available to both new and existing Altruist Advisers. Support Services will remain in effect for eligible Advisers unless and until this Agreement is canceled according to Section 5.2 above or modified according to Section 5.4 above. Amounts due Service Providers in excess of \$5,000 in the aggregate remain the sole responsibility of Adviser.

#### Additional Information

**Adviser agrees that the administration of the program is subject to the following additional terms as may be amended by Altruist from time to time upon notice to Adviser.**

Adviser must use the same email address for the Altruist platform as they use for their logins with the Support Services Providers. Adviser is responsible to notify Altruist of any issues arising in the billing and payment processes and cooperate with Altruist to remedy them. If Adviser has an existing relationship or contract with a Support Services Provider listed above, Altruist will assume payments going forward, up to the \$5,000 aggregate limit, once Adviser enrolls in the program by visiting their Settings in the Altruist platform and agreeing to this Agreement. If an Adviser has an existing relationship with a Support Services Provider and the Support Service is already being provided as part of a membership (e.g., XYPN), Altruist may pay the additional cost to upgrade the Support Service(s) received by the Adviser from the Support Services Provider(s) at Altruist's sole discretion, up to the \$5,000 aggregate limit.