ONLYFUNDS CLIENT AGREEMENTS

These are the agreements and other documents that establish and govern the CLIENT RELATIONSHIP with Phillips Capital, LLC DBA OnlyFunds ("**OnlyFunds**").

TO BECOME A CLIENT OF ONLYFUNDS LLC, YOU AGREE TO THE FOLLOWING AGREEMENTS (THE "**AGREEMENTS**") AND AGREE TO BE LEGALLY BOUND BY THEIR TERMS AND CONDITIONS:

(1) the Advisory Client Agreement between you and OnlyFunds, an SEC-registered investment adviser.

(2) the ESIGN Consent to Use Electronic Records, Disclosures and Signatures

(3) the Privacy Policy.

YOU MUST READ AND CONSIDER THE AGREEMENTS CAREFULLY AND CONTACT ONLYFUNDS TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THEM. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF EACH OF THE AGREEMENTS. BY CLICKING THAT YOU AGREE DURING THE APPLICATION PROCESS, YOU ACKNOWLEDGE AND AGREE THAT:

- THE AGREEMENTS MAY BE AMENDED FROM TIME TO TIME WITHOUT PRIOR NOTICE OR CONSENT FROM YOU.
- THE AMENDED AGREEMENTS WILL BE AVAILABLE ON THE ONLYFUNDS' WEBSITE AT WWW.ONLYFUNDS.COM (the "**SITE**").
- YOU WILL CHECK THE ONLYFUNDS' WEBSITE FOR NEW VERSIONS OF THE AGREEMENTS.
- BY KEEPING YOUR CLIENT ACCOUNT WITH ONLYFUNDS OR BY CONTINUING TO USE SERVICES PROVIDED BY ONLYFUNDS WITHOUT OBJECTING TO ANY AMENDMENTS OR NEW VERSIONS OF ANY OF THE AGREEMENTS POSTED ON ONLYFUNDS' WEBSITE OR THE APP, YOU AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENTS, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.
- **IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THE ADVISORY CLIENT AGREEMENT YOU ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN YOU AND ONLYFUNDS THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 19 OF THE ADVISORY CLIENT AGREEMENT FOR DETAILS REGARDING ARBITRATION (INCLUDING THE PROCEDURE TO OPT OUT OF ARBITRATION).**

Further, by clicking that you agree during the application process, you also acknowledge and agree that:

- OnlyFunds agreement with you is separate from any agreement a brokerage may enter into with you and allocate separate sets of rights and obligations between you and the applicable entity.
- OnlyFunds is not responsible for the obligations of partner brokerages, and partner brokerages are not responsible for the obligations of OnlyFunds.
- OnlyFunds and partner brokerages do not indemnify each other in connection with any of their respective Agreements.
- OnlyFunds, may, subject to applicable laws and regulations, engage vendors or other contractors to help OnlyFunds fulfill their duties under the Agreements.
- The services you receive are sufficient consideration for you to enter into the Agreements.

- If you opt-out to any of these Agreements or portions of these Agreements, OnlyFunds may choose to terminate the Advisory Client Agreement with you, and your account with Partner Brokerage will subsequently be closed.

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Brendan Phillips

Advisor, Phillips Capital LLC

OnlyFunds
Advisory Client Agreement

You ("Client") and Phillips Capital LLC DBA OnlyFunds, a Delaware limited liability company and an SEC registered investment adviser ("OnlyFunds"), agree to enter into an investment advisory relationship (the "Agreement") pursuant to which OnlyFunds shall exclusively manage the assets in account(s) that you establish at a Interactive Brokers LLC or Betterment LLC ("Partner Brokerage"). This Agreement is effective as of the first day a brokerage account is opened in connection with this Agreement and is ready to receive trading instructions from OnlyFunds (the "Effective Date"). In consideration of the mutual covenants herein, Client and OnlyFunds agree as follows:

1. Services

Client appoints OnlyFunds to exclusively manage one or more accounts established and owned by Client (each the "Client Account," "OnlyFunds Account" or "Account"). OnlyFunds shall manage the Accounts in accordance with an investment plan recommended by OnlyFunds to Client from time to time based on profile information provided by Client ("Investment Profile"), and in accordance with certain additional investment options designated by Client (the "Plan"). Client authorizes OnlyFunds to supervise and direct the investment and reinvestment of assets in the Client Accounts, with full authority and discretion (without consultation with the Client), on the Client's behalf and at the Client's risk, and in accordance with the Client's Plan, to purchase and sell securities, including but not limited to stocks, exchange traded funds ("ETFs"), mutual funds (including without limitation money market mutual funds as separate investments), and/or similarly traded instruments (collectively "Securities"), as well as to manage cash balances within the Client Accounts. Without in any way limiting the foregoing and for the avoidance of doubt, Client cannot issue individual trading instructions to OnlyFunds or to Partner Brokerage to purchase and/or sell specific Securities to be executed at particular times. Only OnlyFunds shall have authority to issue trading instructions to purchase and sell Securities in the Client Accounts that are consistent with the Plan and based on the discretionary authority granted to OnlyFunds by Client under this Agreement. OnlyFunds shall 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, OnlyFunds 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 that Account to itself or to direct any disposition of such Securities or funds, except to Client, as directed by Client, pursuant to valid legal authority, or as provided in Section 8 (entitled "Payment of Fees").

2. Representations and Warranties.

(a) Client represents and warrants to OnlyFunds and agrees with OnlyFunds as follows:

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her 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 his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. If the Client is an entity, the individual trustee, agent, representative or nominee (the "Client Representative") executing this Agreement on behalf of Client has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if the Client is a corporation, limited liability company, partnership, or other legal entity that is not an individual, the Client Representative signing this Agreement on such Client's behalf has been authorized to execute this Agreement by appropriate corporate, member or manager, partnership or similar action. If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement on behalf of the Client. The Client has the power and authority to enter into this Agreement and that the services described herein are authorized under the Client's applicable articles, certificate, charter, operating agreement, partnership agreement, plan document, trust or organizational, delegation or formation documents or law. Client will deliver to OnlyFunds evidence of Client's and Client Representative's authority on OnlyFunds' request and will promptly notify OnlyFunds of any change in such authority, including but not limited to an amendment to Client's organizational, delegation or formation documents that changes the information Client provides to OnlyFunds on opening the Account. Client Representative has the authority to act on behalf of the Account, and OnlyFunds is entitled to rely upon and may accept such instructions from the Client

Representative, which may be limited due to only one Client Representative having log-in privileges to the Account, without any requirement to seek confirmation of instructions from the other Client Representatives.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to the Client Representative.

iii. For Joint Account Clients (With Rights of Survivorship): If Clients are entering into this Agreement with respect to joint Account, Clients understand and agree that the representations, warranties and agreements made herein are made on behalf of all of the joint Account holders and further agree that each (a) is a Client; (b) has the authority to act on behalf of the Joint Account and OnlyFunds 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 joint Account, without any requirement to seek confirmation of instructions from the other Client(s); (c) is jointly and severally liable per the terms of this Agreement; and (d) that in the case of death of any of the joint Account Clients, interest in the entire Account shall vest in the surviving account Client(s) under the same terms and conditions of this Agreement and the surviving account Client(s) shall promptly provide OnlyFunds with written notice thereof and provide any documentation reasonably requested by OnlyFunds in its management of the Account.

iv. Client is the owner or co-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.

v. Client acknowledges that a Plan may include only a single ETF for each asset class within the Plan, with each ETF playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges that the Client cannot force exclusions or restrictions of ETFs recommended by OnlyFunds as part of the Plan.

vi. Client will provide OnlyFunds with complete, current and accurate information about Client’s identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the Investment Profile and will promptly update that information as Client’s circumstances change.

vii. Client acknowledges that the OnlyFunds and Partner Brokerages are subject to certain anti-money laundering (“AML”) and related provisions under applicable laws, rules and regulations and are otherwise 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 (collectively “AML Laws”). Accordingly, Client hereby represents and warrants the following and shall promptly notify OnlyFunds 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 to OnlyFunds 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 OnlyFunds directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws (b) no contribution or payment by Client to OnlyFunds shall cause OnlyFunds or Partner Brokerage to be in violation of any AML Laws. Client understands and agrees that if at any time it is discovered that any of the representations in this Section 2(a)(vii) are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money laundering and similar activities, OnlyFunds 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 OnlyFunds.

viii. Client acknowledges that OnlyFunds or Partner Brokerage may require further documentation verifying Client’s identity or the identity of the Client’s beneficial owners, if any, and the source of funds used to make payment or deposit to OnlyFunds. Client hereby agrees to provide such documentation as may be requested by OnlyFunds. Furthermore, Client acknowledges and agrees that OnlyFunds or Partner Brokerage may release confidential information regarding Client and, if applicable, any of Client’s beneficial owners, to government authorities, if OnlyFunds, in its sole discretion, determines after consultation with counsel that releasing such information is in the best interest of OnlyFunds.

ix. If Client specifically provides a photograph of Client's likeness and/or other personal identifying information to OnlyFunds for public display, then Client hereby grants permission to OnlyFunds to use the provided photograph of Client's likeness, Client's name and/or other information, in a commercially reasonable manner on its website www.onlyfunds.com (the "Site"), any related and/or affiliated sites, and in marketing materials now and in the future, until such time as this Agreement is terminated by either party. Client waives any and all rights to compensation as a result of such use of Client's explicitly provided photograph of Client's likeness, Client's name and/or other information.

x. Client agrees to use OnlyFunds solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by OnlyFunds).

(b) Client understands and agrees that (A) OnlyFunds does not guarantee the performance of the Account, is not responsible to Client for any 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, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; (C) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; (D) OnlyFunds will cause the Account to invest in Securities substantially in the proportions set forth by the Plan (subject to the profile information received from Client and to various other factors, including without limitation Client deposits or withdrawals, variations in the allocations due to movements in the prices of Securities over time, and revisions of the Plan by OnlyFunds from time-to-time consistent with Client's profile information); (E) OnlyFunds will provide only the specific reviews and restrictions described in this Agreement and will not otherwise review or control such Account; and (F) there are significant risks associated with any investment program.

i. Client understands and agrees that OnlyFunds' sole obligation hereunder or otherwise is to manage the Account in accordance with the Plan, and notwithstanding any duty or obligation Client Representative may have to an entity Client, Client has not engaged OnlyFunds to provide any individual financial planning services. Client understands and agrees that OnlyFunds is not responsible for any losses in an Account, as provided in Section 11, and OnlyFunds may at any time in its sole discretion determine that a Plan may require reallocation of Securities.

ii. Client understands and agrees that the Account will be managed solely by OnlyFunds based on the information Client has provided to OnlyFunds. Client further understands that if any of the information Client provides to OnlyFunds is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the Plan may be inappropriate for Client. An Account's transactions may be executed at approximately the same time as other client accounts managed by OnlyFunds in accordance with other clients' investment plan, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction. Client understands and agrees that OnlyFunds has sole discretion regarding the manner in which transaction orders are placed for the purchase and sale of Securities for the Client Account(s). Client further understands and agrees that prices of Securities purchased and sold for the Client Account(s) may be less favorable than the prices obtained for the same Securities in similar transactions by other client accounts managed by OnlyFunds and/or other non-related market participants.

iii. Client understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any Plan recommendation to a Client. These differences can arise each time the Plan is adjusted or rebalanced, including, but not limited to, the following instances: (A) when the Account is established and the initial Securities positions are established; (B) when Client contributes additional capital to such Account; (C) when Client revises his/her Investment Profile and causes OnlyFunds to recommend a new Plan or revise the existing Plan; (D) each time the Advisory Fee (described in Section 5) is charged and paid from such Account; and (E) any time OnlyFunds adjusts its algorithm by which the composition of the Account is maintained as specified for the Plan. On any such adjustment, OnlyFunds may adjust the Plan in its discretion to approximate the composition specified in the Plan as closely as reasonably practicable

based on the conditions at the time.

iv. Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other OnlyFunds Clients for whom OnlyFunds has designated different Plans.

3. Custody

Client has appointed or will appoint Partner Brokerage as its broker and custodian pursuant to a separate Agreement with Partner Brokerage. OnlyFunds shall not be liable to Client for any act, conduct or omission by the Partner Brokerage and/or the clearing broker in its capacity as broker or custodian. At no time will OnlyFunds accept, maintain possession or have custodial responsibility for Client's assets or securities. Client assets and securities will be delivered between Client and the Partner Brokerage only.

4. Confidentiality

Except as required by law or requested by regulatory authorities, (a) OnlyFunds agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to OnlyFunds, 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 OnlyFunds in connection with the Account. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from OnlyFunds for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or OnlyFunds' services. Client acknowledges receipt of and consents to OnlyFunds' Privacy Policy available at www.onlyfunds.com/static/documents/privacypolicy.pdf . Client understands, acknowledges, and agrees that they can opt-out of the OnlyFunds Privacy Policy and certain portions of the OnlyFunds Privacy Policy at any time; however, if the Client does opt out, OnlyFunds may choose to terminate this Agreement and related Account(s). Notwithstanding any provisions in this Agreement to the contrary, OnlyFunds may share Client's non-public personal and financial information with affiliates of OnlyFunds in connection with providing and/or enhancing the services provided to Client.

5. Advisory Fee

(a) OnlyFunds specifies the annual fee rate it charges a Client (the "Advisory Fee") and posts the Advisory Fee on the Client's Account page on the App. Fees due shall be calculated by multiplying the Advisory Fee by the net market value of the Account as of the close of trading on the New York Stock Exchange ("NYSE") (herein, "close of markets") on such day, or as of the close of markets on the immediately preceding trading day for any day when the NYSE is closed, and then by dividing by 365 (except in any leap year, during which year the amount shall be divided by 366). Except as provided below, the fees due for each calendar quarter (consisting of the aggregate of the daily fee for each day in that calendar month) shall be due and payable in arrears no later than the tenth business day of the immediately following calendar quarter. OnlyFunds will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after OnlyFunds sends or posts such notice. A reduction in the Advisory Fee will be effective for the Account starting in the next month following its reduction.

i. If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the quarter (except under the circumstances covered by Section 5(b)), Client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which Client has paid, through the effective date of such withdrawal or termination.

(b) If, for any reason, OnlyFunds closes and liquidates all the positions held in the Account, Client will receive the proceeds of the liquidated portion of the Account net of any Advisory Fee due, and this Agreement shall terminate.

(c) If, for any reason, there is insufficient cash available in the Account to cover the Advisory Fees at the time they are charged, OnlyFunds, in its sole discretion, may cause certain Securities in the Account to be liquidated to allow the Advisory Fees to be deducted from the Account.

(d) OnlyFunds reserves the right, in its sole and absolute discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by OnlyFunds. In addition, Client agrees that OnlyFunds may waive its fees for the Accounts of clients other than Client, without notice to Client and without waiving its fees for Client. In exercise of its sole and absolute discretion OnlyFunds may amend or terminate any reduction or waiver of the Advisory Fee. OnlyFunds will promptly notify Client of any increase or decrease in the reduction or waiver of the Advisory Fee. A change in the waiver or reduction of the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after OnlyFunds sends or posts such notice.

6. Valuation

The assets in the Account will be valued by the Partner Brokerage.

7. Responsibility for Expenses

OnlyFunds charges Client the Advisory Fee as provided in Section 5 hereof. Clients may bear additional fees, however, such as fees embedded in the products (including without limitation ETFs or mutual funds) held in the Account. Furthermore, Partner Brokerage may charge Clients additional fees or expenses for optional brokerage services or products.

8. Payment of Fees

OnlyFunds may, in its discretion, either (a) cause the Account to pay to OnlyFunds any amount owing to OnlyFunds under this Agreement or (b) bill Client for such amount, in which case Client shall pay such amount to OnlyFunds within ten (10) days of Client's receipt of such bill. If OnlyFunds causes the Account to pay OnlyFunds directly, OnlyFunds will inform Partner Brokerage of the amount of the Advisory Fee to be paid to OnlyFunds directly from the Account and notify Client, after the Advisory Fee has been charged, the amount of the Advisory Fee and the net market values of Client's assets on which the Advisory Fee has been based. Notification to Client will be through Client's user account on the Site or by email at the address(es) provided by Client to OnlyFunds.

9. Transactions

(a) OnlyFunds' will place orders for the execution of transactions for the Client Account in accordance with OnlyFunds' Form ADV Part 2 (available at https://www.onlyfunds.com/static/documents/ClientBrochure.pdf) as may be amended from time to time. OnlyFunds shall not have any responsibility for obtaining for the Account the best prices or any particular commission rates.

10. Limitation of Liability and Indemnification

(a) To the extent permitted under applicable law, Client understands and agrees that OnlyFunds will not be liable to Client for any losses, expenses, damages, liabilities, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively, "Losses") incurred by Client with respect to any Accounts, except to the extent that such Losses are actual losses of the Client proven with reasonable certainty and are the direct result of an act or omission taken or omitted by the Adviser during the term of this Agreement which constitutes willful misfeasance, bad faith or gross negligence under this Agreement. Without limitation, OnlyFunds 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 or other agents, (ii) force majeure or other events beyond the control of OnlyFunds, 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 reasonably within the control of OnlyFunds or other causes commonly known as "acts of god", or (iii) general market conditions unrelated to any violation of this Agreement by OnlyFunds.

(b) Client (and in addition, for entity accounts, Client Representative) shall reimburse, indemnify, defend and hold harmless OnlyFunds, its affiliates and their directors, officers, shareholders, employees and any person controlled by or controlling OnlyFunds from and against any and all Losses relating to this Agreement or the Account arising out of any misrepresentations or act or omissions or alleged act or omission on the part of the Client (or Client Representatives) or previous advisers or the custodian or any of their agents, except if such Losses are the direct result of OnlyFunds' willful misfeasance, bad faith or gross negligence in the performance of OnlyFunds' duties or by reason of OnlyFunds' reckless disregard of its obligations and duties hereunder. In addition to the above indemnities, for entity Clients, the Client Representative shall further indemnify and defend OnlyFunds and OnlyFunds' directors, officers, shareholders, employees and affiliates ("Indemnified Persons") and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, resulting from or in connection to Client's assertion of Client Representative's lack of proper authorization from Client to enter into this Agreement. Notwithstanding anything in this Section or otherwise in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws, which rights may arise even if OnlyFunds' recommendation or other act or failure to act hereunder does not constitute willful misfeasance, bad faith or gross negligence in the performance of OnlyFunds' duties or by reason of OnlyFunds' reckless disregard of its obligations and duties hereunder.

11. Proxies

Client hereby gives OnlyFunds the authority to vote proxies for securities held in Client Accounts pursuant to OnlyFunds' written policies and procedures, as outlined in OnlyFunds' Form ADV Part 2. OnlyFunds will be responsible for voting all proxies with respect to securities held in Client Accounts and will keep required records regarding this activity.

12. Termination; Withdrawals

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to OnlyFunds through the Site and by OnlyFunds to Client through the primary email address in Client's Account Application as Client shall update from time to time. Client may withdraw all or part of the Account by notifying OnlyFunds at any time provided that all partial withdrawals comply with OnlyFunds' required Account minimums as posted on the Site and updated from time to time, unless OnlyFunds otherwise consents in advance. Client's withdrawal of all of the Account under this Agreement, or Client's withdrawal that results in an Account balance below the minimum as provided in Section 2(b)(vi) hereof will terminate this Agreement. Upon termination of this Agreement, Sections 8 (only as to fees accruing prior to termination), 10, 15, and 17 through 23 shall survive such termination. Client understands and agrees that upon termination of this Agreement OnlyFunds may determine to liquidate immediately all holdings in the Plan and the Account, and subject to Section 10 hereof, OnlyFunds shall not be liable to Client to any consequences of such liquidation.

13. Account Statements

Client will receive account statements via electronic delivery from Partner Brokerage, which are the official records of the Account. OnlyFunds may also provide information about the Account from time to time.

14. Independent Contractor

OnlyFunds 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 OnlyFunds and Client.

15. Assignment

OnlyFunds may not assign this Agreement without the prior consent of Client or the consent of any additional authorized signatories on behalf of Client, if such consent is required under the Investment Advisers Act of 1940, as amended. In the event of an assignment by OnlyFunds, OnlyFunds shall request any required consent(s) of Client within a specified reasonable time (which shall not be less than thirty (30) days). If Client does not respond to such request within the time specified, OnlyFunds shall inform Client that the proposed assignee will continue the advisory services of OnlyFunds for a specified reasonable time (which shall not be less than thirty (30) days), and if Client does not respond to such second notice from OnlyFunds, Client's continued acceptance of investment management 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.

16. Delivery of Information

Client acknowledges electronic delivery of OnlyFunds' brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of OnlyFunds' Form ADV), which is available on the Site and provided here by link:

https://www.onlyfunds.com/static/documents/ ClientBrochure.pdf

On written request by Client, OnlyFunds agrees to annually deliver electronically, without charge, OnlyFunds' brochure required by the Advisers Act.

17. Governing Law

This Agreement shall be governed exclusively by and construed and interpreted in accordance with the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, excluding its provisions on conflicts or choice of 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 New York, or federal court for the Southern District of New York, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

18. Arbitration

Any dispute, claim or controversy arising out of or relating to the advisory services provided by OnlyFunds, 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**. You and OnlyFunds each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(a) Exceptions and Opt-Out. As limited exceptions to mandatory arbitration as set forth in this Section 18 of this Agreement: (i) you 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 our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice of your desire to do so by email at support@onlyfunds.com within thirty (30) days following the date you first agree to the terms of this Agreement.

(b) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for U.S. $10,000 or less, you 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 your claim exceeds U.S. $10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in New York County, New York, unless the parties both agree in writing to a different location. You and OnlyFunds agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of the terms of this Agreement.

(c) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(d) Effect of Changes on Arbitration. Notwithstanding anything in this Agreement, if OnlyFunds changes any of the terms of this Section 18 after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to support@onlyfunds.com) within 30 days of the date such change became effective, as indicated in the "Effective Date" above or in the date of OnlyFunds' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and OnlyFunds in accordance with the terms of this Section 18 as of the date you first accepted the terms of this Agreement (or accepted any subsequent changes, supplements or amendments to this Agreement).

(e) Class Action Waiver. **YOU AND ONLYFUNDS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your 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.

19. Notices

All notices and communications under this Agreement must be made by email. OnlyFunds' contact information for this purpose is support@onlyfunds.com, and Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address(es) in Client's Account Application as Client shall update from time to time.

20. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that OnlyFunds may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on the Site or otherwise made available to Clients (except as provided in Section 5(a)) and shall govern the relationship between the Client and OnlyFunds during the entire term of this Agreement. Client acknowledges that Client will be responsible for checking the Site periodically for such amendment(s) to this Agreement.

21. Waiver or Modification

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

22. Entire Agreement

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

23. No Third-Party Beneficiaries

Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.

24. Death, Disability, or Divorce

If a Client is an individual, the Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client's executor, guardian or attorney-in-fact may terminate this Agreement by giving written notice to OnlyFunds. In the event that Client is a joint Account, both Account holders agree that if the Account ever becomes the subject of a dispute between Account holders, and OnlyFunds becomes aware of the dispute, OnlyFunds may refuse to disburse or allow for the termination of this Agreement without the consent of both joint Account holders. Further, both Account holders agree that in the event that one Account holder provides instructions to OnlyFunds, even if the instructions are to terminate the Agreement and disburse all funds from the Account to one of the Account holders, OnlyFunds may do so without the permission of the other Account holder and will have no liability to either Account holder.

ESIGN Consent to Use Electronic Records, Disclosures and Signatures

In this ESIGN Consent to Use Electronic Records, Disclosures and Signatures ("Consent"), please remember that "you" and "your" refer to the person who is establishing an account, as well as any future accounts, with us, and "we", "us" and "our" refer to OnlyFunds and Partner Brokerage “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

By opening an account with us (each an “Account” or a OnlyFunds Account) and then accessing your Account, you are consenting to the following terms:

1. 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, may 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 and Disclosures from the Company. The term "Electronic Records" includes, but is not limited to, any and all current and future notices and/or disclosures, prospectuses, statement of additional information, annual and semi-annual reports that various federal and/or state laws or regulations require that the Company provides to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company’s Electronic Communications by printing and/or downloading and saving this Consent and any other agreements and Electronic Communications, documents, or records that you agree to using your ESignature (as defined below). You accept Electronic Communications provided via your account with the Company 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.

The following are examples of Electronic Records and Disclosures covered by your Consent:

- Advisory Client Agreement with OnlyFunds and all amendments, notices and other agreements that supplement the Advisory Client Agreement (the “Advisory Client Agreement”);
- Any other agreements pertaining to future accounts that you may establish with OnlyFunds and/or Partner Brokerage and all amendments, notices and other agreements that supplement those agreements;
- OnlyFunds’ Form ADV Part 2 Notice of Privacy Policy, Terms of Use and other required and permitted legal disclosures; and
- Statements and reports, including without limitation account statements, fee calculation statements, transactions histories, trade confirmations, tax forms, reports and/or performance reports, prospectuses, statement of additional information, annual and semi-annual reports of mutual funds and exchange traded funds (ETFs).

2. Your acknowledgement and consent to Electronic Signature.

You agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Company with instructions, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions 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 Advisory Client Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Consent, the Advisory Client 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 the Company. You represent that you are authorized to execute this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement.

3. Paper versions of Electronic Communications.

You may obtain a paper copy of the Electronic Records, at any time by notifying us via support@onlyfunds.com.
We will not charge you a fee for the paper copy.

4. Revocation of electronic delivery.

This Consent will apply on an ongoing basis unless you withdraw this Consent. You have the right to withdraw the Consent to Electronic Records and the use of your E-Signature at any time. You acknowledge that we reserve the right to restrict or terminate your access to OnlyFunds, including without limitation the OnlyFunds' website ("Site") if you withdraw Consent to Electronic Records and E-Signatures. If you wish to withdraw your Consent, contact us at support@onlyfunds.com.

5. Hardware, software and operating system.

To receive the Electronic Records, you will need a computer or mobile device with a compatible operating system and web browser, and connection to the Internet, and you will need access to a printer or the ability to download information in trading instruction to keep copies for your records. By establishing and then accessing an 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. You are responsible for installation, maintenance, and operation of your computer, mobile device, browser and software. The Company is not responsible for errors or failures from any malfunction of your computer, browser or software. The Company is also not responsible for computer viruses or related problems associated with use of an online system.

The following are the minimum hardware, software and operating system requirements necessary to use OnlyFunds. and receive Electronic Communications:

- a Current Version of an Internet browser,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer or mobile device and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. It is recommended that you print a copy of this Agreement for future reference.