



Carbon Collective Investing, LLC

WRAP INVESTMENT ADVISORY CONTRACT

524 MADISON ST
ALBANY, CA, 94706

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Carbon Collective Investing, LLC ("CCI") on the following terms and conditions.

I. Appointment of CCI.

Client hereby appoints CCI as investment adviser for the Account. Client agrees to promptly notify CCI in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide CCI with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by CCI.

By execution of this Agreement, CCI hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the electronic signature page (located at app.altruist.com), to provide the services indicated below:

- (a) supervise and direct the investments of the Account in accordance with the investment objectives of Client
- (b) appraise and review investments of the Account

It is understood and agreed that CCI, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

III. Authority.

(Discretionary Investment Management)

Except as otherwise set forth in this Agreement, Client authorizes CCI to investigate, purchase, and sell on behalf of Client, various securities and investments. CCI is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

IV. Client Accounts.

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit II hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes CCI to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

V. Service to Other Clients.

It is understood that CCI may perform investment advisory services for various clients and that the services provided by CCI are rendered on a non-exclusive basis. Client agrees that CCI may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon CCI any obligation to acquire for the Account a position in any security which CCI, its principals, or its employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of CCI it is not for any reason practical or desirable to acquire a position in such security for the Account.

VI. Inside Information.

CCI shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Liability.

CCI shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term

of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. Proxies.

While currently CCI does not accept voting authority for client securities, it reserves the right to do so in the future. Until this time, clients will receive proxies directly from the issuer of the security or the custodian and clients should direct all proxy questions to the issuer of the security.

IX. Fees.

The compensation of CCI for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees found in CCI's ADV Part 2A. . Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

X. Valuation.

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to CCI by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by CCI and Client to reflect its fair market value.

XI. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is

an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to CCI such evidence of such authority as CCI may reasonably require, whether by way of a certified corporate resolution or otherwise; CCI is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that CCI has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain CCI. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to CCI the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects CCI's rights or obligations, then the amendment will be binding on CCI only when agreed to by CCI in writing. If the Account contains only a part of the assets of the plan, then Client understands that CCI will have no responsibility for the diversification of all of the plan's investments and that CCI will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by CCI, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers CCI and affiliated persons of CCI.

XII. Representations by CCI.

By execution of this Agreement, CCI represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party written notice.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to CCI at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Schedule of Fees

Exhibit II - Identification of Custodian

Exhibit III - CCI's privacy policy

XVII. Receipt.

Client acknowledges receipt of Form ADV Parts 2A and 2B, CCI's Privacy Policy Statement, and Client Relationships Summary.

XVIII. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from CCI. These items may include but are not limited to: all statements or reports produced by CCI; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that CCI chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify CCI of any changes to Client's e-mail address shown below or other electronic delivery address.

XIX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in CCI's Privacy Policy Statement.

XXI. Death or Disability

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving CCI written notice in accordance with the termination provisions of this Agreement.

XXII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, CCI in writing, Client represents that assets in the Account belong

to Client free and clear of any lien or encumbrances.

XXIII. Market Conditions.

Client acknowledges that CCI's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** CCI does not guarantee or warrant that services offered will result in profit.

Exhibit I - Fee Schedule

The following are the fees charged by Carbon Collective Investing, LLC for services provided:

CCI will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is no account minimum.

CCI manages a wrap fee program and will wrap third party fees (i.e., custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.) for wrap fee accounts. CCI will charge one fee, and pay transaction fees for the Account using the fee collected from Client.

Portfolio Management Fees

For the latest fee schedule, please review Carbon Collective Investing, LLC's ADV Part 2A, which can be found at the following URL:

https://files.adviserinfo.sec.gov/IAPD/Content/Common/crd_iapd_Brochure.aspx?BRCHR_VRSN_ID=653934

Exhibit II - Identification of Custodian

Custodian or other Authorized Third Party:	APEX Clearing Corporation
Mailing Address:	555 SW Morrison St, Portland, OR 97204
Telephone:	(214) 765-1010

A copy of the custodian's agreement is not attached as part of this Exhibit II.

Exhibit III - Privacy Policy

PRIVACY POLICY

Investment advisers are required by law to inform their clients of their policies regarding privacy of client information. We are bound by professional standards of confidentiality that are even more stringent than those required by law.

Federal law gives the customer the right to limit some but not all sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information.

TYPES OF NONPUBLIC PERSONAL INFORMATION (NPI) WE COLLECT

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization. This can include but is not limited to your Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Sources of Income, and Credit Card Numbers or Information. When you are no longer our customer, we may continue to share your information only as described in this notice.

PARTIES TO WHOM WE DISCLOSE INFORMATION

All Investment Advisers may need to share personal information to run their everyday business. In the section below, we list the reasons that we may share your personal information:

- For everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus;
- For our marketing – to offer our products and services to you;
- For joint marketing with other financial companies;
- For our affiliates' everyday business purposes – information about your transactions and experiences and information about your creditworthiness; or
- For non-affiliates to market to you.

If you are a new customer we may begin sharing your information on the day you sign our agreement. When you are no longer our customer, we may continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

PROTECTING CONFIDENTIALITY OF CURRENT AND FORMER CLIENT'S INFORMATION

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law, including computer safeguards and secured files and building.

FEDERAL & STATE LAW ALLOWS YOU TO LIMIT SHARING – OPTING OUT

Federal law allows you the right to limit the sharing of your NPI by “opting-out” of the following: sharing for non-affiliates' everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing. Please notify us immediately if you choose to opt out of these types of sharing.

DEFINITIONS: Affiliates – companies related by common ownership or control. They can be financial and non-financial companies; Non-affiliates – companies not related by common ownership or control. They can be financial and non-financial companies; Joint marketing – a formal agreement between non-affiliated financial companies that together market financial products or services to you.

Form ADV Part 3 – Client Relationships Summary

Date: 2020-06-15

CARBON COLLECTIVE INVESTING, LLC is an investment adviser registered with the Securities and Exchange Commission offering advisory accounts and services. This document gives you a summary of the types of services and fees we offer. Please visit www.investor.gov/CRS for free, simple tools to research firms and for educational materials about broker-dealers, investment advisers, and investing. Brokerage and investment advisory services and fees differ and it is important for you to understand the differences. The CCI Wrap Fee Program incorporates both fees and services for a single “wrap fee”.

Item 2: Relations and Services

Questions to ask us:

Given my financial situation, should I choose an investment advisory service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?

What investment services and advice can you provide for me?

CCI provides specialized portfolio management services via its wrap fee program which are designed invest in companies building climate change solutions. CCI operates as a “robo-adviser”, providing its investment advice purely through our online interface. As a client, you input information about yourself and your investing goals through our online interface, and you are provided recommendations based on the information provided regarding portfolio type and asset mix. Our software monitors your account on an ongoing basis and rebalances at specific times based on internal policies and procedures. Our algorithms are developed and overseen by our portfolio management personnel.

As a client, you’ll grant us discretionary authority, which permits us to make transactions when it is appropriate for the strategy in which you are invested as well as in reaction to changes you make, such as asset allocation changes, deposits or withdrawals. We implement our recommendations through investments in ETFs and equities as well as green bonds and treasuries. We do not have a minimum account size. Please also see our Form ADV Part 2A (“Wrap Fee Program Brochure”), specifically Items 4 & 6.

Item 3: Fees, Costs, Conflicts, and Standard of Conduct

Questions to ask us:

Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me? What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have? How might your conflicts of interest affect me, and how will you address them?

What fees will I pay?

We charge a fee of 0.25% per year, paid monthly in arrears based on the average daily balance in your account. Fees are withdrawn directly from your account and are due even if there have been no transactions in a given month. Since our fee is based on the assets in your account, we have an incentive to increase those assets in order to increase our fee. Our fees do not vary based on the types of investments selected. Please also see Items 4, 5, 6, 7 & 8 of our Wrap Fee Program [Brochure](#).

Form ADV Part 3 – Client Relationships Summary

Date: 2020-06-15

Other Fees and Costs:

The CCI wrap fee program's single fee covers many common third-party fees (i.e., custodian fees, brokerage fees, investment management fees, etc.), however some third-party fees, such as wire transfer fees, taxes on securities transactions, and fees charged by certain investments such as ETFs and mutual funds are paid for separately by you. Clients are not charged higher advisory fees based on trading activity, but clients should be aware that CCI has an incentive to limit trading activities since the firm absorbs those transaction costs.. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Please also see Item 4 our Wrap Fee Program [Brochure](#) for additional details.

Conflicts of Interest:

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. For example, our single wrap fee structure may incentivize us to conduct fewer transactions in your account. We mitigate these kinds of conflicts with our compliance processes and automation where possible. Please also see Items 4, 6 and 9 for additional details.

How do your financial professionals make money?

Our Employees are paid a base salary and discretionary bonus primarily from the advisory fees we receive from you. No compensation is based on portfolio performance or selection of specific securities.

Item 4: Disciplinary History

Questions to ask us:

As a financial professional, do you have any disciplinary history? For what type of conduct?

No

Do you or your financial professionals have legal or disciplinary history?

We do not have legal and disciplinary events. Visit <https://www.investor.gov/CRS> for a free, simple search tool to research us and our financial professionals.

Item 5: Additional information

Questions to ask us:

Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?

For additional information on our advisory services, see our Wrap Fee Program [Brochure](#) available at <https://adviserinfo.sec.gov/firm/summary/310129> and any individual brochure supplement your representative provides. If you have any questions, need additional up-to-date, or want another copy of this Client Relationship Summary, then please contact us at (559) 644-3195.