



Alinea Invest, LLC Client Agreement

Please review this Client Agreement (“Agreement”) carefully as it sets forth the understanding between you (the "Client" and any Attorneys-In-Fact) and Alinea Invest, LLC (“Alinea”) regarding the services Alinea will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

Firm Services. Alinea will provide the Client with an analysis and investment recommendation via its proprietary online or mobile interactive questionnaire as described in the Alinea’s Form ADV Part 2A Brochure. The recommendations provided by Alinea via its algorithmic process have been determined appropriate for the Client given the Client’s stated investment profile, including, among other things, the Client’s interests, objectives and risk tolerance, at the time of the engagement. The recommendations are made up of lists of specific stocks in various categories based upon the Client’s listed interests. The Client also has the ability to select the stocks in the lists provided by Alinea in other categories, which also use Alinea’s proprietary algorithm to populate a list of stocks suitable for that client.

The Client understands that information regarding the Client’s specific issues that have not been communicated to or analyzed by Alinea may have impact on the suitability of or accuracy of the recommendations provided to the Client.

Account Minimum. Alinea has no account minimums. However, brokerage services are provided to Alinea Clients by Drivewealth, an SEC registered broker-dealer and member FINRA/SIPC, who may have required minimums in account size or transaction size.

Account Opening. In order to use Alinea’s services, the Client must open a brokerage account with Alinea’s brokerage partner, Drivewealth. The brokerage account is a cash account – margin accounts are not permitted. In order to begin placing trades in a Client account, the brokerage account application and other required documentation must first be received and approved by Drivewealth. Next, the Client must deposit at least the minimum investment amount into the account, and the recommended stocks the Client chooses to purchase will generally be placed into its account within two business days. Alinea’s services are generally not available to foreign investors. However, most foreign citizens with a valid Social Security number who legally reside in the United States full-time may open an account. All clients, including United States citizens, must be living in the United States to open an account, though we make exceptions for active military personnel stationed abroad. Upon notification of an existing Alinea client residing outside of the United States, Alinea may notify Drivewealth, who may restrict the client’s account(s).

Fees. Currently, Alinea does not charge any fees for using its services or receiving its recommendations. In the future, Alinea may charge a membership fee or offer premium services



to customers for an enhanced fee. When that occurs, fee payments may be requested and withdrawn from the Client's Drivewealth brokerage account within the first 5 days of each month. By signing this Agreement, as well as the Drivewealth account opening documents, the Client authorizes the withdrawal of Alinea fees from the Client's brokerage account. The withdrawal of such fees will be accomplished by Drivewealth, not by Alinea, and Drivewealth will remit Alinea's fees directly to Alinea.

Brokerage and Other Service Provider Fees. Any service fees assessed by Drivewealth, or other service providers will be borne by the Client and are pursuant to those provided in current (separate) fee schedules of the selected service provider. A list of these fees is available at Drivewealth's website or by contacting the specific service provider. Clients will be notified of any future changes to these fees by Drivewealth and/or the other service providers.

Commissions. Alinea does not receive commission payments involving a securities recommendation or transaction service it may provide to the Client. However, Alinea may receive non-transaction based compensation from Drivewealth and other service providers involving Client transactions.

Performance-Based Fees. Alinea does not receive performance-based fees for its advisory services.

Termination of Services. Either party to this Agreement may terminate the contract at any time by communicating the intent to terminate in writing. If the Client verbally notifies Alinea of the termination and, if in two business days following this notification Alinea does not receive the Client written notice, Alinea will make a written notice of the termination in its records and send the Client its own termination notice as substitute. Alinea will not be responsible for investment allocation, advice or transactional services, except limited closing transactions, upon receipt of termination notice. It will be necessary that Alinea inform the Drivewealth that the relationship between Alinea and the Client has been terminated.

Account Authority. Alinea has no authority over a Client's brokerage account at Drivewealth and will not make any trades on its own authority. Instead, trades made through Alinea's website or mobile app will be made only by the Client. Drivewealth will specifically limit Alinea's authority over the Client's account to the placement of trade orders and the request for the deduction of fees.

Alinea does not accept Client request for acting as a Power of Attorney. As a result, requests for restrictions on the underlying assets in the Client's brokerage account are not considered reasonable and will not be accepted. Further, Alinea takes no responsibility for trades made in the Client's Drivewealth account that were not recommended by Alinea via its algorithmic processes. However, Alinea may honor certain reasonable requests and restrictions communicated by the Client when liquidating or moving its brokerage account, in the sole discretion of Alinea.



The Client is responsible for seeking the advice of a tax professional prior to depositing cash or securities into its brokerage account. Liquidation of securities deposited may be subject to capital gains. Clients are responsible for all taxes in the Client's brokerage account.

The Client will be provided the following reports from Drivewealth: (1) Trade confirmations reflecting all transactions in securities; and (2) Account statements (submitted at least quarterly) including securities held in the Client's account. It is the responsibility of the Client to review account trade confirmations and statements promptly upon receipt. These documents are considered binding on the Client unless the Client notifies Alinea or Drivewealth of any objections with two (2) days from the date confirmations are sent and with ten (10) days after account statements are sent.

Conflict of Interests. Alinea is acting as a fiduciary regarding its investment advisory services for the Client and must put the Client's interests above its own in providing recommendations. Alinea agrees to provide these services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the "Advisers Act"). Alinea will provide disclosures throughout the term of the engagement regarding any material conflicts of interest which could reasonably be expected to impair the rendering of unbiased and objective advice. The Client acknowledges receipt of Alinea's Form ADV Part 2A which describes the roles and capacities of Alinea and its representatives and discloses any conflicts that may exist.

Proxy Voting, Corporate and Legal Actions. Alinea is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's brokerage account except as may be directed by the Client or otherwise required by law. The Client is responsible for all decisions concerning the voting of proxies for securities held in his/her/its account, and Alinea cannot give any advice or take any action with respect to the voting of these proxies. Also, Alinea shall have no responsibility to render legal advice or take any legal action on the Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. The Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account. Alinea or Drivewealth will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to the Client's assets. However, the service provider, and not Alinea, is responsible for timely transmission of any proxy materials to the Client.

Client Representations. The Client represents to Alinea the following and understands and agrees that Alinea is relying on these representations as an inducement to enter into this Agreement:

- The Client certifies that he/she/it is legally empowered to enter into or perform this Agreement.



- If this Agreement is established by a corporate entity, the undersigned certifies that the entity is validly organized under the laws of its applicable jurisdiction. The undersigned also certifies that this Agreement has been entered into by an appropriate agent with the legal power to bind the entity. The undersigned also certifies that this Agreement has been duly authorized by the appropriate entity corporate action and when executed and delivered to Alinea will be binding in accordance with its terms.
- The Client confirms that the terms of this Agreement do not violate any obligations of the Client, whether arising by contract, operation of law, or otherwise. The Client represents that she/he/it owns all property deposited in the account free and clear of any lien or encumbrance and that no restriction exists as to any disposition of the property.
- The Client agrees that he/she/it will provide Alinea with the necessary information to provide the agreed upon services.
- The Client agrees and acknowledges that the responsibility for financial decisions is the Client's and that he/she/it is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by Alinea.
- The Client understands and agrees that Alinea performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees Alinea does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- The Client agrees Alinea obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by Alinea are based on the professional judgment of Alinea and its representatives and the information the Client provides to Alinea.
- The Client acknowledges and agrees that Alinea shall not be obligated to provide any services under this Agreement with or for the Client if, in Alinea's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by Alinea relating to its business conduct with its clients. •
- **The Client acknowledges that all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of the Client's principal that has been invested.** The Client understands that Alinea cannot warrant or guarantee the Client's investment objectives will be achieved.
- Alinea shall not be responsible for the supervision of those assets of the Client not covered through this Agreement.
- The Client understands and agrees that Alinea will not be liable for any loss incurred as a result of the services provided to the Client by Drivewealth via the Client's instructions to Drivewealth.

Confidentiality of Information. Alinea will regard Client financial and personally identifiable information provided by the Client as confidential and all recommendations and/or advice provided by Alinea shall be confidential, with disclosure only upon such terms and to such



parties as designated by the parties or as required by law. By executing this Agreement, the Client acknowledges he/she/it has received the Alinea Privacy Policy statement concurrent with the Client's receipt of Alinea's Form ADV Part 2 and Form CRS.

Multiple Clients. In the event the Client consists of more than one party, Alinea is authorized to accept the direction of the party first in time and such direction will be binding on all parties. The types of accounts that may include multiple parties include joint accounts and trust accounts. If Alinea receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), Alinea may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction.

Registration. Alinea is registered as an investment adviser with the United States Securities and Exchange Commission (SEC). Alinea may notice file or meet exemption to such registration in other jurisdictions through which it may conduct investment advisory business.

Binding Effect, Successors and Assigns, Assignment and Ownership Changes. This Agreement shall be binding upon and inure to the benefit of the Client's heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees. However, the Client may not assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of Alinea.

Under Section 205(a)2) of the Advisers Act, Alinea may not assign this contract without the Client's consent. Should there be a change of control of Alinea, the successor advisor will notify the Client in writing within a reasonable time after such change and continue to provide the services previously provided to the Client by Alinea. If the Client continues to accept the services provided by the successor without written objection during the thirty (30) days after receipt of the written notice from the successor, the successor may assume that the Client has consented to the assignment, and the successor will become the advisor to the Client under the terms and conditions of this Agreement. If the Client does not consent to the assignment as a result of the change of control, the Client must take steps to transfer the Client's account to another registered investment advisor. The Client acknowledges that transactions that do not result in a change of actual control or management of Alinea shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act and/or any applicable state securities law.

Death, Disability or Divorce. Each Client account owner agrees that, on the death or disability of an account owner, divorce of married account owners, or other event that causes a change in ownership or capacity with respect to the Client account, the remaining account owners(s), executor, guardian, attorney-in-fact, or other legally authorized representative will immediately give Alinea official written notice of such change of ownership or capacity. Alinea will not be



responsible for any transfers, payments or other transactions in the account made at the direction of a former account owners or incapacitated account owner before Alinea actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Alinea may require additional documents and reserves the right to retain such securities in and/or restrict transactions in the account as it deems advisable in its sole discretion. Any former account owner and the estate of any deceased or incapacitated account owner will remain jointly and severally liable for any losses in the account arising out of or relating to transactions initiated before Alinea actually received and had a reasonable amount of time to act on such official written notice.

Disputes. If a dispute arises from the Client's relationship with Alinea and cannot be settled through direct negotiations between Alinea and the Client, it may then be resolved by first entering into voluntary mediation, and if the mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by arbitration before JAMS, Inc. in New York, New York. The fees and expenses of such arbitration shall be borne equally by Alinea and the Client. The arbitration shall be governed and administered pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures in those Rules then in effect (see www.JAMSADR.com). Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each party shall be responsible for the cost of its own legal representation at any mediation or arbitration proceeding. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to the Client. Client acknowledges and agrees that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement. Any arbitration is voluntary in nature and the parties understand that by agreeing to arbitrate their disputes they are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

Other Services. The Client acknowledges that Alinea does not and will not practice law or offer tax or accounting services to the Client. The Client understands that none of the fees paid under this Agreement relate to such services and that it is the responsibility of the Client to obtain such advice separately if the Client deems it to be necessary.

Captions and Headings. The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.

Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Consent to Electronic Delivery of Account Information and Documents and Use of Electronic Signatures. The Client consents to the receipt of all account-related information and documents in electronic form and to the use of electronic signatures in connection with any



transaction with Alinea. The Client has received and read, understands, and agrees to the terms contained in, the document entitled Alinea ESign Consent Form. The Client understands that if the Client withdraws such consent, the Client's account may be terminated. By electronically signing an application for an account, the Client acknowledges and agrees that such electronic signature is valid evidence of the Client's consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Alinea's services.

Modifications and Amendments. The Client acknowledges and agrees that Alinea may modify this Agreement from time to time and the Client agrees to consult the Alinea website for the most up-to-date Agreement. In consideration for Alinea opening the Client's account, the Client agrees to accept any such modifications and amendments to this Agreement made by Alinea. 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. The Client agrees to not contest the admissibility or enforceability of Alinea's electronically stored copy of the Agreement.

Unless otherwise required by law, Alinea reserves the right to post account-related information and documents on its website without providing notice to the Client. Further, Alinea reserves the right to send account-related information and documents to the Client's postal or e-mail address of record. The Client agrees that delivery by any of the foregoing methods is considered personal delivery when sent or posted by Alinea, whether the Client receives it or not. All e-mail notifications regarding the Client's account will be sent to the Client's e-mail address of record. Regardless of whether the Client receives an e-mail notification, the Client agrees that the Client is responsible for regularly reviewing the Alinea website for information related to the Client's account including, without limitation, time-sensitive or otherwise important communications. Additionally, the Client acknowledges that the Internet is not a secure network and agrees that the Client will not send any confidential information including, without limitation, account numbers or passwords, in any unencrypted e-mails. The Client also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold Alinea and its affiliates harmless for any such access regardless of the cause, subject to any rights the Client may have under applicable law. The Client agrees to carefully review all documents upon receipt and notify Alinea in writing of any objections within seven (7) calendar days of receipt. The Client agrees that any failure to object during that time frame may be treated by Alinea as the Client's affirmative consent and the Client waives any claims to the contrary.

Costs. Potential costs associated with electronic delivery of account-related information and documents may include charges from internet access providers and telephone companies, and the Client agrees to bear these costs. The Client acknowledges that the Client may be charged for paper communications if the Client's e-mail address is invalid or otherwise inoperable.



Archiving. Through the Alinea website, the Client will have access to an archive of all documents the Client receives via electronic delivery for a period of one (1) year. Upon the Client's request, the Client may obtain copies of earlier documents from Drivewealth for up to six (6) years for account statements and three (3) years for trade confirmations.

Entire Agreement. This Agreement constitutes the final, complete and entire agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns.

Governing Law. This Agreement shall be governed by the laws of the State of New York.

Advice of Counsel. Each party acknowledges that, in executing this Agreement, they had an opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party solely because that party drafted or prepared this Agreement.

THE CLIENT HEREBY ACKNOWLEDGES HAVING RECEIVED, READ, AND UNDERSTOOD THIS AGREEMENT, THE ALINEA PRIVACY NOTICE, ALINEA INVEST FORM ADV PART 2A AND FORM CRS, AND HEREBY ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION AGREEMENT.