

## Commandiv Client Agreement

Effective Date: January 15, 2017

This Client Agreement (“Client Agreement”) is a wrap fee investment advisory agreement that governs the investment advisory services provided by Commandiv LLC (“Commandiv,” “us,” “we,” or “our”), to our client(s) (“you” or “your”) with respect to your brokerage account(s) (collectively, your “Brokerage Account”) at Third Party Trade LLC (“TPT” or “Broker”). This Client Agreement similarly covers software-based services provided to you on an external, linked cryptocurrency account(s) (collectively, your “Cryptocurrency Account”) at Coinbase Inc. (“Coinbase”).

By clicking that you agree during the application process, you become a party to this Client Agreement and by using Commandiv you agree to be legally bound by all of its terms and conditions. You must read and consider the Client Agreement carefully and contact Commandiv to ask any questions you may have before entering into the Client Agreement. Clicking that you agree has the same legal effect as signing a paper version of the Client Agreement.

Without limitation, by clicking that you agree during the application process, you acknowledge and agree that:

- This Client Agreement is effective as of the first day the Account is opened.
- This Client Agreement may be amended from time to time and that the amended Client Agreement will be posted on the Commandiv website: [www.commandiv.com](http://www.commandiv.com).
- You will check the Commandiv website for new versions of the Client Agreement.
- By keeping your Account or using services provided by Commandiv without objecting after Commandiv posts a new version of the Client Agreement on the Commandiv website, you agree to and accept all terms and conditions of the amended Client Agreement, including any new or changed terms or conditions.
- THE CLIENT AGREEMENT CONTAINS A BINDING PRE-DISPUTE ARBITRATION PROVISION PURSUANT TO WHICH YOU AND WE (i) WAIVE OUR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING ANY RIGHT TO A JURY TRIAL AND (ii) AGREE THAT ANY DISPUTE BETWEEN OR AMONG SOME OR ALL OF US ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CLIENT AGREEMENT OR THE ACCOUNT.

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

1. **Your Duties.** When you open a Brokerage Account, you have access to a range of investment options that include, but are not limited to, stocks and exchange-traded funds. You are able to place trades at any time in accordance with and subject to the terms of your TPT Customer Account Agreement.

You may invest your Brokerage Account's assets as you see fit and we will not have a role in that process. You may access our investment advisory services through the "Advice" section of our software platform. But, at all times, you are responsible for executing any trade recommendations provided by us. You may link your Cryptocurrency Account for viewing your cryptocurrency balances and placing self-directed buy and sell orders on your cryptocurrency balances. We provide a rebalancing tool that you can manually set, but we explicitly offer no investment advice on cryptocurrencies and no recommendations on the selection and/or purchase of cryptocurrencies. You agree that any actions taken in your Cryptocurrency Account through our interface are your self-directed actions.

2. **Our Duties.** We provide you with a self-directed investment platform that includes an option of using our investment advisory services for your Brokerage Account. For the purpose of our investment advisory services, we collect certain information from you including, but not limited to, your age, employment status, household income, liquid net worth, and answers to qualitative questions meant to determine risk tolerance. We use the term "Grit Score" to indicate risk tolerance, which is a 1-7 score based on a questionnaire of investment behavior and goals. Using the collected information, we recommend a target portfolio to the client in the client's Brokerage Account. We rely exclusively on the information you provide in order to determine your Grit Score and we will not attempt to verify or update such information, or to take into account any other information that may be available or in our possession. You may change the strategic allocations of your target portfolio at any time. On an ongoing basis, we provide actionable trade recommendations meant to help you more closely match the strategic allocations of your target portfolio.

3. **Non-Discretionary Advice.** You acknowledge that the services covered by this Client Agreement are non-discretionary, and confer no investment authority or responsibility to us over any of your assets regardless of how such assets are held by you. Throughout the term of this Client Agreement, you shall retain full discretion to supervise, manage, and direct the assets of the Brokerage Account together with all additions, substitutions and alterations thereto, with sole power and authority to purchase, sell, invest, reinvest, exchange, convert, and trade the assets in the Brokerage Account in any manner you deem appropriate, and to place all orders for the purchase and sale of the Brokerage Account assets, taking into account some, none or all of our recommendations, as the case may be, at such times as you deem appropriate. Further, you acknowledge that trade recommendations that appear for your Cryptocurrency Account are the output of our rebalancing software. Trade recommendations for your Cryptocurrency Account will only be generated if you create a cryptocurrency target portfolio on your own discretion.

4. **Investment Risks and Rewards.** All investments have various kinds and degrees of risk that are affected by events and circumstances beyond our control. The investment advisory recommendations we will make for your Account are subject to a number of different risks, including market, currency, economic, political and business risks. Many of those kinds of risks are described in "*Item 8 – Methods of Analysis, Investment Strategies and Risk of Loss*", in our firm brochure (Form ADV, Part 2A), previously delivered to you, but there may be others too. Investments that offer the potential for greater returns also pose greater risks. The potential for high investment returns typically entails the potential for significant risks of loss. Your Grit Score will help to guide us in advising you and our portfolio allocation recommendations for your Account. There can be no assurance that our investment advisory recommendations will result in achieving your identified investment goals and objectives. Even if you

follow all of our recommendations, you could suffer losses in your Brokerage Account (which could be significant, depending on your investments), and/or the performance of your Brokerage Account could be lower than the performance of other investment programs. We cannot promise or guarantee the future performance of your Brokerage Account, potential financial gains, or the avoidance of financial losses.

5. **Brokerage Services.** We do not provide brokerage services. Brokerage services for your Brokerage Account will be provided by TPT with terms and conditions as described in the TPT Customer Account Agreement, to which you must agree before opening the Account. TPT provides trade execution and related services for the Brokerage Account as an introducing broker for Apex Clearing Corporation (“Apex” or “Brokerage Custodian”), which serves as the custodian. We are independent and have an arm’s-length relationship with TPT and Apex. TPT routes trades for execution to the market centers they deem fit, and in exchange may receive monetary rebates that offset commission costs. You understand that by executing transactions through TPT, you may not necessarily always obtain execution as favorable as possible, but we periodically review brokerage service provider decisions to ensure your orders meet best execution standards.

5.1 **Coinbase.** We do not provide custody or route orders for cryptocurrencies. We allow you to link an existing Coinbase Cryptocurrency Account with permission to view cryptocurrency balances and send buy and sell orders to your Cryptocurrency Account via API (application programming interface). You understand that Commandiv does not advise on the selection or purchase of cryptocurrencies.

6. **Custody Services.** We do not provide custody services and we will not have possession or custody of your cash, checks, securities, or other property. Apex is the custodian of your Brokerage Account.

6.1. **Brokerage Custodian.** We reasonably believe the Brokerage Custodian meets the requirements of a “qualified custodian” in SEC Rule 206(4)-2, Custody of Funds or Securities of Clients by Investment Advisers. You authorize us to enter into one or more agreements with TPT and the Brokerage Custodian and you agree to be bound by the resulting terms and conditions. Apex’s Customer Account Agreement, affixed below the TPT Customer Account Agreement, will govern the custodial-related aspects of your Brokerage Account.

6.2. **Your Brokerage and Cryptocurrency Accounts.** All transactions in your Brokerage Account and Cryptocurrency Account are solely for your benefit and risk. You may make deposits to your Brokerage Account or Cryptocurrency Account at any time, unless prohibited by law. You may withdraw or transfer cash or securities from your Brokerage Account or Cryptocurrency Account at any time; notwithstanding, the Brokerage Custodian or Coinbase might impose risk-based withdrawal limitations from time to time. We are not responsible for transfers or withdrawals you may make from your Brokerage Account or Cryptocurrency Account or any investment directions, limitations, or restrictions that you may give us.

6.3. **Brokerage Account Transactions.** You authorize us to give instructions to Broker and/or Brokerage Custodian to deduct fees and charges, and take other actions with respect to your Brokerage Account. Any withdrawals, transfers, or other distributions we may direct from your Brokerage Account may only be made in your name and sent to another account titled in your name, except for the payment

of our fee. We are not responsible for the Brokerage Custodian's errors, actions, or omissions but, without assuming any obligation, we may help you to resolve them.

**6.4 Cryptocurrency Account Transactions.** Any orders or purchase instructions we may direct at your behest for your Cryptocurrency Account may only be made in your name. We are not responsible for Coinbase's errors, actions, or omissions but, without assuming any obligation, we may help you to resolve them. We do not deduct fees based on your Cryptocurrency Account at this time.

**6.5 Brokerage Account Statements.** The Brokerage Custodian will send you periodic account statements, at least quarterly, indicating all amounts withdrawn or disbursed from your Brokerage Account, including our fees, and all transactions occurring in your Brokerage Account during the period covered by the statement. Typically, those statements will also include a summary of your investment positions and their values at the end of the reporting period. We will rely upon these account statements. You must promptly review these statements and immediately notify us if you have any concerns or believe any action or omission for your Brokerage Account was in error or was contrary any other written instructions you may have given. Contact us immediately if you do not receive an account statement from the Brokerage Custodian at least quarterly. The Brokerage Custodian will send or make available to us copies of your account statements. You may also access your account statements on our website: <https://app.commandiv.com/reports>.

## 7. Fees and Expenses.

**7.1 Fee Schedule and Calculation.** You will pay or cause to be paid to us the following annualized fees based on your relationship tier. By default, your relationship tier is set by the net liquidation value of your brokerage account.

| Relationship Tier | Minimum Brokerage Account Size | Annual Fee |
|-------------------|--------------------------------|------------|
| Client            | \$0                            | 0.49%*     |
| Premier Client    | \$50,000                       | 0.39%      |
| Quintarian Client | \$500,000                      | 0.29%      |
| Millennium Client | \$1,000,000                    | 0.25%      |

\* Brokerage accounts have a minimum monthly charge of \$2

We may modify our fee schedule from time to time upon 30 days prior written notice to you. You may terminate this Client Agreement at that time if you do not accept the change to our fee schedule. The fees described above shall constitute the entire compensation to which we will be entitled for the services provided under this Client Agreement. We will not be compensated on the basis of a share of your capital gains or a share of the capital appreciation of the investments held in your Brokerage or Cryptocurrency Account.

7.2. **Fee Payment Method.** You hereby authorize our fees to be directly deducted and paid by the Brokerage Custodian from your Brokerage Account. If necessary, you authorize the liquidation of investments in your Brokerage Account in order to pay our fees. The amount of our fees will be shown on your periodic account statements from the Brokerage Custodian. Typically, the Brokerage Custodian will not verify our fee calculation. You should verify our calculation.

7.3. **Fee Calculations and Collection.** Our fee is collected monthly in *arrears*. Our fee will be charged in monthly increments, based on the closing net liquidation value of the last calendar day of the month. If the Brokerage Account has been open for only a partial calendar month, then the fee is pro-rated for the portion of the month it has been open. We do not charge our fee on unfunded Brokerage Accounts and our monthly fee will not exceed the Brokerage Account's closing monthly net liquidation value. While our fee for a given relationship tier is non-negotiable, we may occasionally upgrade clients to higher relationship tiers (with their corresponding lower annual fees) at our own discretion, including as the result of certain promotions.

7.4. **Other Fees and Expenses.** Our fee includes portfolio recommendation services and costs of maintaining the Brokerage Account. Our fee is separate and distinct from other fees or expenses including, but not limited to: non-sufficient funds "NSF" fees; distribution fees; custodial carrying fees for IRA accounts; short-term redemption fees and other related costs and expenses.

You understand and acknowledge that our fee does not include, and you will be responsible and charged separately for, transaction fees relating to any foreign securities other than American Depositary Receipts (ADR), ADR issuance and annual depository fees, voluntary reorganization fees, fees and expenses associated with any underlying money market instrument and other costs or charges imposed by third parties, including odd-lot differentials, transfer taxes, exchange fees, and other fees or taxes required by law including a nominal transaction fee on sales of all equity and most option positions. You also understand and acknowledge that you may also be subject to additional fees, depending on the optional products, services or features that may be available in connection with your Brokerage Account from time to time.

Mutual funds and exchange-traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and in addition to our fee.

8. **Conflicts of Interest and Other Disclosures.** We are registered as an "investment adviser" with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act"), and we are notice-filed in those states where this is required by state securities laws. Our firm brochure (Form ADV, Part 2A), the receipt of which you acknowledge below, discloses

important information about our firm, services, conflicts of interest that may arise with respect to our services, implementation of our services, and business relationships that we or our representatives may have with other product or service providers. Ask us if there is anything in this information that you do not understand or is a concern to you.

9. **Confidentiality.** Any information provided to us about you, your family, or your financial needs, objectives, or circumstances will be kept confidential except insofar as required by law and as described in our privacy notice, as it may be amended from time to time. We may provide information regarding you and your Brokerage Account to the Broker, the Brokerage Custodian, any mutual fund companies, and any insurance companies handling or holding investments for your Brokerage Account. We may provide information to your family members, the attorneys, accountants, or other professionals whom you may identify to us from time to time. We may also provide information to other persons as reasonably necessary in performing our services as permitted by applicable law and described in our current privacy notice. You agree to treat confidentially our investment advice and investment recommendations and decisions; no other person shall be entitled to rely upon them.

10. **Proxy Voting.** We will not vote proxies sent by companies with respect to the securities held in your Account. We will direct the Brokerage Custodian to send all proxy materials and corporate communications to you instead of us. You will be solely responsible for voting proxies. We would be pleased to assist you by answering any questions and offering our advice to help you make an informed decision.

11. **Services for Others.** We manage investments for other clients, as well as for our own families and friends. We may give them advice or take actions for them or for our own accounts that is different from the advice we give you or actions we take for you. Different financial needs, objectives, and circumstances typically result in different advice or recommendations. We are not obligated to buy, sell or recommend for you any security or other investment that we may buy, sell or recommend for any other clients or for our own accounts. If we obtain material, non-public information about a security or its issuer that may not be lawfully used or disclosed, we will not have any obligation to disclose the information to you or use it for your benefit.

12. **Limited Liability.** Except as may otherwise be provided by law, we will not be liable to you for any loss (i) that you may suffer as a result of our good faith decisions or actions where we have exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following your investment decisions or instructions; or (iii) caused by the Broker, the Brokerage Custodian, Coinbase, or any other third-party providing services to you or for your Brokerage Account or Cryptocurrency Account. Federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and by entering this Client Agreement you are not waiving or limiting your rights under those laws.

13. **Your Representations.** You represent that this Client Agreement is duly authorized under, and does not violate, any instruments, agreements or other documents governing you or your Account. If the person opening the Brokerage Account is acting in a representative capacity, he or she is duly authorized to act on your behalf with respect to your Brokerage Account. We are permitted to rely, without

independent verification, upon the authorizations, directions, and instructions of the individual(s) named on the Brokerage Account or any other representative with apparent authority to act on your behalf.

14. **Joint Accounts.** If this Client Agreement pertains to a joint account, our services will be based upon the identified financial needs and objectives that all or any one of you provide to us. You are collectively responsible for determining and advising us if only one or more of you is permitted to give us, the Broker, or the Brokerage Custodian instructions, authorizations, or to otherwise control your Brokerage Account. Unless we are directed otherwise in writing, we are permitted to rely upon any authorization, instruction, or direction from any one of you until this authority is limited or revoked by all of you in a written notice delivered to us. We are not responsible for any claim for losses or damages resulting from our reliance upon any one of you or from any change in the status of the relationship between or among you. You agree to indemnify and hold us harmless from any claims, losses, damages, or expenses arising from or related to disputes between or among you.

15. **Death and Disability.** Your death, disability, or incompetency will not terminate or change the terms of this Client Agreement or have any effect until we receive actual notice. However, your personal representative, guardian, attorney in fact, or other authorized representative may terminate the Client Agreement by giving us written notice. You acknowledge that the Broker or the Brokerage Custodian may not permit any further account transactions until such time as appropriate documentary authority is provided to the Brokerage Custodian.

16. **Termination.** You may terminate this Client Agreement, without penalty, within five (5) business days from the date you accept this Client Agreement. Thereafter, you or we may terminate this Client Agreement by providing the other party with 10-days written notice. Upon termination, we will have no further obligation with respect to your Brokerage Account and Cryptocurrency Account. You may also immediately give notice to terminate this Client Agreement after receipt of our notice of any proposed “assignment” of this Client Agreement or our proposed change in our fees or any terms or conditions of our services. Termination of this Client Agreement shall not affect liabilities or obligations incurred or arising from transactions initiated under this Client Agreement prior to the termination date, including any pending transactions for your Brokerage Account and Cryptocurrency Account. You may terminate this Client Agreement without terminating your agreements with the Broker or the Brokerage Custodian. If you do move the assets in your Brokerage Account to a different custodian or broker-dealer, you are responsible for any associated costs. Our fees will be pro-rated for the number of elapsed days of the billing period before termination and directly deducted from your Brokerage Account.

17. **Amendment.** We may amend this Client Agreement, including our fee schedule, by sending you written notice. All amendments will be effective 30 days after the date of our notice unless you object by contacting us. Neither you nor we may amend this Section 17 to change the method of making amendments.

18. **Assignment of Agreement.** No “assignment” (as that term is construed under the Advisers Act) of this Client Agreement may be made by us without your consent. Your consent may be given orally, in writing, or by implied consent permitted under applicable laws. Your consent to an assignment may be conclusively presumed if we provide you with written notice describing the proposed assignment with an opportunity and method to terminate this Client Agreement not less than 30 days prior to the event and,

thereafter, you continue our services under this Client Agreement without written objection or contract termination. Any corporate reorganization or change in our ownership that does not result in a change of control is not an “assignment” for this purpose.

**19. Entire Agreement.** This Client Agreement, and any Addendum, forms the entire contract between both parties with respect to the Account and the services described in this Client Agreement. We may also provide other services to you pursuant to separate agreements. The laws of the State of New York govern the validity, interpretation, enforceability, and performance of this Client Agreement. Any term or provision of this Client Agreement which may be adjudicated or otherwise held invalid or unenforceable will not affect the validity or enforceability of any of the remaining terms or provisions of the Client Agreement.

**20. Electronic Delivery of Documents.** You hereby elect to receive electronic delivery of all documents from us. Your consent to electronic delivery of documents will apply to all records and documents related to your Brokerage Account disclosures, newsletters, and other notices regarding your Brokerage Account and such other documents, as we may make available from time to time. In order to access documents electronically, you will need a personal computer with internet access through an Internet Service Provider (ISP) and an email address. You may download Adobe Reader at no cost on the Internet at <http://www.adobe.com>, but all other software, hardware and systems must be provided at your cost. You represent that your email address set forth in the new account application is a current, valid email address. In the event you change your email address, you must update your email address in the “Settings” section of the logged-in view of your Account on our website.

**21. Binding Arbitration.** YOU AGREE WITH US TO RESOLVE ANY AND ALL DISAGREEMENTS BY FINAL AND BINDING ARBITRATION.

**21.1. Important Disclosures.** You acknowledge that:

- ARBITRATION SHALL BE FINAL AND BINDING ON YOU AND US.
- YOU AND WE ARE EACH WAIVING OUR RESPECTIVE RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN, AND DIFFERENT FROM, COURT PROCEEDINGS.
- THE RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THIS AGREEMENT TO ARBITRATE DOES NOT CONSTITUTE A WAIVER OF THE RIGHT TO SEEK A JUDICIAL FORUM TO THE EXTENT THAT SUCH A WAIVER WOULD BE VOID UNDER APPLICABLE LAW.

**21.2. Agreement to Arbitrate.** You agree with us that, except as inconsistent with the preceding sentence, ALL CLAIMS OR CONTROVERSIES, AND ANY RELATED ISSUES, which may arise at any time between us (including our representatives, members, managers, officers, employees, and agents) concerning any investment advice, recommendation, or exercise of limited discretionary authority with respect to any subject matter; any transaction or order; the conduct of our representatives, members, managers, officers, employees, and agents; the construction, performance, or breach of this or any other agreement between you and us, whether entered into prior to, on, or subsequent to the date of this Agreement; the breach of any common law or statutory duty; or the violation of any federal or state law of any nature SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN BY A LAWSUIT IN A COURT OF LAW OR EQUITY.

**21.3. Arbitration Forum.** Any arbitration pursuant to this Client Agreement shall be conducted in accordance with, and governed by, a mutually agreeable arbitration forum, but, in the absence of such agreement, then the American Arbitration Association and its Code of Arbitration Procedure. Any arbitration must be commenced by delivery to the other party of a written demand for arbitration or a written notice of intention to arbitrate setting forth in detail the claim or controversy to be arbitrated. The location for all arbitration proceedings shall be in a mutually agreeable location but, in the absence of such agreement, then in the State of New York.

**21.4. Arbitration Award.** The arbitrators shall issue a written and reasoned decision with their award. The award of the arbitrators, or of the majority of them, shall be final and binding, and judgment upon the award rendered may be entered in any federal or state court having jurisdiction. You agree and consent that any state or federal court located in New York shall have personal and subject matter jurisdiction to enter judgment on an arbitration award.

**22. Disclosure Statement and Privacy Notice.** You acknowledge receipt of Part 2 of Form ADV (the “Disclosure Statement”) and you acknowledge that you have reviewed and agree to Commandiv’s Privacy Policy ([www.commandiv.com/privacy](http://www.commandiv.com/privacy)) and Terms of Use ([www.commandiv.com/terms](http://www.commandiv.com/terms)) at or before the execution of this Client Agreement.