



Carbon Collective Investing, LLC

CCI PERSONAL WRAP INVESTMENT
ADVISORY CONTRACT

1748 Shattuck Ave, PMB 164
Berkeley, CA 94709

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

I. Appointment of CCI.

Client hereby appoints CCI as investment adviser for the Account. You represent that the information provided as part of the online program account opening process is accurate and complete in all material respects, and you agree that we bear no responsibility for investment management decisions or other actions taken on the basis of any incomplete or incorrect information you provide. You agree to promptly notify CCI in writing of any changes to the information contained on the client intake questionnaires, investment objectives or risk tolerances, 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 discretionary investment adviser for the Account and agrees, as of the effective date set forth in the electronic signature page, to provide the services indicated below:

- (a) supervise and direct the investments of the Account in accordance with the investment objectives of Client as communicated during the online account opening process or as amended by the client via online form or email.
- (b) appraise and review investments of the Account on an ongoing basis and rebalance the Account over time to align with the Client's selected portfolio asset allocation.

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. The Client may change their investment objectives at any time via online form or email and may book a time to talk in order to address any questions, or restrictions related to their account by clicking "Talk to a Human" at the top of CCI's website or by emailing james@carboncollective.co or Hello@carboncollective.co.

IV. Client Accounts.

Client has opened an Account with Altruist Financial LLC, a registered broker dealer, which uses Apex Clearing Corporation for clearing and custody of client assets (the "Custodian"). Such Account will be used for the execution of securities transactions and custodial services. 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. The Federal and State securities laws impose liabilities under certain circumstances on persons who do not act in good faith. Therefore, this agreement does not constitute a waiver of any Client's legal rights under common law or Federal and State securities laws.

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 Exhibit I, Schedule of Fees, depending on your portfolio type:

The advisory fee is payable monthly, in arrears, based on the ending monthly balance of the assets under management in the Account. The advisory fees in the first month of the Agreement shall be prorated from the inception date to the end of the month. By signing this Agreement, Client acknowledges and authorizes CCI to automatically deduct its management fee from the Client Account held by the qualified Custodian unless the client and adviser have previously agreed to have the advisory fee settled by direct invoicing. If necessary, CCI will sell securities to raise cash in order to cover the advisory fee or to ensure that the Account does not have a negative cash balance.

CCI may modify the terms in this section prospectively on at least 30 days prior written notice.

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 of California 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

XVII. Receipt.

Client acknowledges receipt of CCI's Form CRS, Customer Relationship Statement, Form ADV Parts 2A and 2B, and CCI's Privacy Notice. Current disclosure documents are also available at [Legal Documents \(carboncollective.co\)](https://www.carboncollective.co/legal-documents).

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; Form CRS; 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.

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 those services offered will result in profit.

Exhibit I - Fee Schedule

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

Portfolio Type	Annual Wrap Fee
Safety Net, Core, or Climate Only without CCSO (bespoke portfolios - \$100,000 minimum assets under management)	1.00%
Core or Safety Net using CCSO	0.20%
Climate Only using CCSO	0.05%

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. No account minimum applies to CCI Personal wrap fee Accounts which use CCSO for exposure to Climate Solutions Companies, however Accounts will not be invested until the account is funded with at least \$100..

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

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