

**FALCONS ROCK IMPACT INVESTMENTS, LLC
INVESTMENT ADVISORY AGREEMENT**

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INVESTMENT ADVISORY AGREEMENT

THIS INVESTMENT ADVISORY AGREEMENT (this “**Agreement**”) is made and entered into between You (the “**Client**”), and FALCONS ROCK IMPACT INVESTMENTS, LLC, a Wisconsin limited liability company and SEC registered internet investment adviser (the “**Adviser**”). This Agreement is effective as of the first day a brokerage account is opened with an unaffiliated qualified custodian as identified in Schedule A (the “**Custodian**”), ready to receive trading instructions from the Adviser (the “**Effective Date**”) based upon the investment plan recommended by Adviser to Client (the “**Plan**”) through www.falconsrockimpact.com (the “**Site**”). Adviser shall not be bound by the terms of this Agreement until its Effective Date.

WITNESSETH:

WHEREAS, the Client wishes to retain the Adviser to render investment advice and make investments on behalf of the Client;

WHEREAS, the Adviser is engaged in the business of rendering investment advice, including the provision of discretionary investment management services;

WHEREAS, the Custodian will retain the Client’s assets for safekeeping and for clearing securities transactions, collecting and reinvesting dividends and interest payments as directed, transmitting corporate communications and maintaining records of the Accounts (as further defined below); and

WHEREAS, the Client and the Adviser wish to enter into this Agreement electronically, setting forth the terms upon which the Adviser will perform certain investment management services for the Client.

NOW, THEREFORE, in consideration of the mutual promises contained herein, including the attached *Schedules A and B*, and for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Client and the Adviser agree as follows:

I. APPOINTMENT AND POWERS OF ADVISER

(a) Retention of the Adviser. The Client hereby appoints and retains the Adviser, and the Adviser hereby accepts such appointment and agrees to manage an investment portfolio and trade securities on behalf of the Client pursuant to the terms of this Agreement for the compensation herein provided.

(b) Establishment of Trading Accounts. After the electronic execution of this Agreement, and completion of the electronic application (“**Application**”) on the Site, the Client will establish one or more brokerage accounts, each identified as a Client account (collectively, the “**Accounts**”) with the Custodian. Notwithstanding anything herein to the contrary, all assets in the Accounts at any point in time (the “**Investment Assets**”) are assets of, and solely owned by, the Client and remain such at all times.

(c) Fiduciary Status. The Adviser shall perform its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like fiduciary capacity and familiar in such matters would use in the conduct of an enterprise of like character and aims. The Adviser shall discharge its duties hereunder with respect to the investment portfolio for the sole benefit of the Client and in a manner appropriate to the objectives of this Agreement. The Adviser shall at all times:

(i) treat the Client fairly and equitably; and

(ii) avoid any conduct that creates an actual conflict of interest between the Client and the Adviser; provided, however, that nothing in this Agreement shall be construed so as to restrict the Adviser's right to render investment advice or otherwise provide investment management services to any third party, or engage in those businesses and transactions disclosed in the Adviser's ADV Part 2A disclosure brochure.

(d) Limited Power of Attorney. Subject to the restrictions and limitations set forth in this Agreement and the Investment Guidelines, the Client hereby appoints the Adviser, with full power of substitution, its true and lawful attorney-in-fact, and empowers and authorizes such attorney, for the Client's account, at the Client's risk and in the Client's name, to make, execute, sign, swear to, acknowledge and file in all necessary or appropriate places all documents relating to the subject matter of this Agreement (and any Schedules hereto), including without limitation, to place orders for investment and reinvestment of the Client's assets in the Accounts. In all purchases, sales and other transactions involving investments held in the Accounts, Adviser is hereby authorized, subject to the terms of this Agreement and the Investment Guidelines, to exercise full discretion and act for the Client in the same manner and with the same force and effect as the Client might or could do with regard to such purchases, sales or other transactions, as well as with regard to all other things necessary or incidental to the furtherance or conduct of such purchases, sales or other transactions.

This power of attorney is a continuing power and shall remain in full force and effect unless and until revoked and terminated in accordance with the terms of this Agreement; provided, however, any such revocation shall not affect or be deemed to affect any transaction initiated by the Adviser prior to actual written receipt of notice of such revocation and termination.

The Adviser expressly acknowledges that, except as set forth in the last sentence of the first paragraph of this subparagraph (d) and to the extent necessary to effect such transactions, Adviser has no authority to withdraw, pay or transfer monies or deliver or transfer investments out of the Accounts or to deposit additional funds into the Accounts, such rights having been reserved exclusively to the Client or its designee.

(e) Limited Investment Authority. As the Client's agent and attorney-in-fact, subject to the restrictions and limitations set forth in this Agreement, including without limitation the investment policies set forth in the Investment Guidelines, the Adviser shall exercise limited discretionary management with respect to the Investment Assets.

II. PROHIBITED ACTIVITY

With respect to the Accounts and the Investment Assets contained therein, in no event shall the Adviser conduct any activity that is not authorized in this Agreement or otherwise by the Client or its designee in writing prior to the Adviser conducting such activity. Adviser will not vote or advise Client on the voting of proxies from the securities held in Accounts or about any legal proceeding, including bankruptcies or class actions, or corporate actions involving securities in its Account.

III. RECORDS AND REPORTING

(a) The Adviser shall maintain appropriate records regarding the activities contemplated herein consistent with its duties under applicable laws and regulations and/or sufficient to accurately detail and evidence all such activities of the Adviser with respect to the Accounts. Adviser shall be under no obligation to provide periodic statements regarding Investment Assets.

(b) The Custodian shall provide an unaudited, estimated statement of performance of the Investment Assets no less than quarterly. Reports under this Section III, b. shall be provided by the Custodian through the client portal (“Client Portal”) on the Site.

(c) The Adviser shall not be responsible for the accuracy of information furnished by the Custodian or any other third party or the accuracy of any record or report or the result of any action taken based on inaccurate information provided by any such third party.

(d) The Adviser shall also furnish the Client with any information upon request as may be required by any federal, state or self-regulatory law, rule or regulation presently or which may, in the future, be in effect, including, without limitation, any information as may be required by the Investment Advisers Act of 1940.

(e) The Adviser shall not have any authority to hold or have possession of any funds, investments or other properties of the Client or the Accounts. The Adviser shall have no responsibility with respect to the collection of income, physical acquisition or the safekeeping of the assets, investments, funds and other properties held in the Accounts. All such duties of collection, physical acquisition or safekeeping shall be the sole obligation of the Custodian, which at least quarterly shall prepare and deliver account statements to the Client and the Adviser, which statements shall identify each of the assets held in the Accounts and set forth the market value thereof (determined by the Adviser in good faith) and shall set forth all transactions in the Accounts which shall have occurred during such month.

(f) Adviser is registered with the SEC pursuant to regulatory provisions requiring the provision of investment advisory services exclusively through the Site. Client may contact Adviser by email during its business hours with questions about the Site. In order to comply with Adviser’s regulatory obligations, Adviser will not elaborate or expand upon the information provided through the Site.

IV. FEE SCHEDULE AND EXPENSES

(a) Advisory Fee. Under the Plan, Client will pay a single asset-based fee for investment advisory services of sixty (60) basis points (0.6%) per year (“**Advisory Fee**”). Assets held in Accounts acquired through dividend reinvestments are also subject to the Advisory Fee. The Advisory Fee will be prorated and charged monthly in arrears.

(b) Additional Fees and Expenses. Client shall be responsible for any brokerage or custodial fees (collectively, “**Brokerage Fee**”).

(c) Payment of Advisory Fee and Brokerage Fee. Client authorizes Adviser to deduct the Advisory Fee and any applicable Brokerage Fee directly from Client Accounts, in accordance with applicable custody rules. It is Client’s responsibility to verify the accuracy of the calculation of the Advisory Fee and Brokerage Fee. In the event Client Accounts do not include a cash balance adequate to pay the Advisory Fee and Brokerage Fee, Client authorizes Adviser to determine which assets in Accounts will be sold, and to liquidate these assets, without notice to Client, in order to pay the Advisory Fee and Brokerage Fee.

V. VALUE OF ACCOUNTS

Information regarding the current value of Accounts shall be available to Client through the Client Portal.

VI. ADVISER LIABILITY

The Adviser shall not be liable for any liability, losses, damages, costs and expenses (including legal and accounting fees and costs) (collectively, the “**Expenses**”) caused by mistake, negligence or nonperformance on the part of any third party, including the Custodian. The Client also agrees that Adviser shall not be under any duty with regard to any assets, investments, funds or other property which are not in the Accounts. Nothing herein or elsewhere in this Agreement shall waive or limit in any manner any rights that the Client may have under applicable federal or state securities and other laws.

VII. TERM; TERMINATION

(a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated under Section VII(b) (the “**Term**”).

(b) Right of Termination. This Agreement may be terminated:

(i) by the Client for any or no reason at any time upon written notice of such termination (the “**Termination Notice**”) to the Adviser. The Client shall specify a date of termination (the “**Termination Date**”) which can be as early as the date on which notice is delivered (the “**Notice Date**”), and as late as ninety (90) days after the Notice Date. The Client shall state in the Termination Notice whether termination of the Agreement is with Cause or without Cause.

(ii) by the Adviser at any time upon thirty (30) days' prior written notice to the Client. The Adviser shall specify a date of termination (the "Termination Date") which can be no earlier than thirty (30) days after the date on which notice is delivered (the "Notice Date"), and no later than ninety (90) days after the Notice Date. Client shall be responsible for payment of management fees due from their most recent payment date to the Termination Date above.

(iii) by the Client at any time within five (5) days of the execution of this contract, without cause. However, the Client shall remain obligated to pay any expenses incurred in connection with the advisory account (such as brokerage commissions).

(c) Process upon Termination; Orderly Liquidation.

(i) Without Cause. Upon the Client's delivery of a Termination Notice without Cause or the Adviser's delivery of a Termination Notice, if instructed to do so in writing by the Client, the Adviser shall use commercially reasonable efforts to liquidate all Investment Assets in the Accounts in an orderly manner prior to the Termination Date and all subsequent transactions with respect to the Accounts shall be limited exclusively to orderly liquidation. In such event, the Advisory Fee shall be paid through completion of such orderly liquidation. Otherwise, upon delivery of a Termination Notice, (i) the Adviser shall immediately cease all trading activities with respect to the Accounts, (ii) all discretionary authority granted to the Adviser with respect to the Accounts under this Agreement shall immediately terminate, and (iii) the Advisory Fee shall be paid.

(ii) With Cause. Upon the Client's delivering a Termination Notice with Cause, (i) the Adviser shall immediately cease all trading activities with respect to the Accounts and all discretionary authority granted to the Adviser with respect to the Accounts under this Agreement shall immediately terminate. In such event, (A) the Client shall only be liable for Advisory Fees accruing up to the Termination Date and (B) the Accounts will be valued by a mutually acceptable third party (the "**Calculation Agent**") as if all Investments Assets had been liquidated on the Termination Date.

(d) Liquidation Powers. If the Adviser is authorized by the Client to liquidate the Investment Assets after the Notice Date, the powers granted pursuant to Section I(d) and I(e) of this Agreement shall continue until the Termination Date; provided, however, that the Client may at any time, in its sole and absolute discretion, terminate the Adviser's liquidation activities by delivering a new Termination Notice to the Adviser and the Termination Date identified in such new Termination Notice shall be the Termination Date for all purposes under this Agreement. Notwithstanding anything in this Agreement to the contrary, upon and after the Termination Date, the Client may retain or liquidate any or all positions in the Accounts at any time or from time to time in the Client's sole and absolute discretion.

(e) Definition of Cause. For purposes of this Section VII, "Cause" means termination of the Agreement is based on:

(i) the Adviser's gross negligence, willful misconduct or fraud or any breach by the Adviser of any material agreement or obligation under this Agreement;

(ii) any intentional act or omission by the Adviser that is intended to mislead the Client, acting reasonably under the circumstances, to the Client's detriment and;

(iii) the failure of any representation or warranty of the Adviser contained herein (A) to be true and correct in all material respects when made, and (B) to continue to be true and correct in all material respects during the Term of this Agreement; provided, however, that with respect to this sub-clause (B) only, the Adviser shall have thirty (30) calendar days after any key employee learns of any such failure in which to cure the applicable failure before such failure is deemed to be a Cause.

VIII. TRANSACTIONS OF ADVISER FOR OTHER CLIENTS

The Client understands and acknowledges that the Adviser and its affiliates may provide, among other things, investment management and advisory services to other clients and customers, utilizing essentially equivalent investment strategies as set forth in the Investment Guidelines for the Accounts and other strategies. The Client recognizes that the Adviser provides individualized account management to other clients, that assets in different portfolios may vary in size, makeup, rights powers and limitations, from client to client, and, accordingly, that the Adviser may provide advice or take action or not take action in the performance of its duties with respect to other clients, which advice or action, including the timing and nature of such action, may differ from advice given or action taken or not taken, with respect to the Accounts. The Client agrees that the Adviser may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Accounts, so long as it is Adviser's policy, to the extent practical, to allocate investment opportunities to the Accounts over a period of time on a fair and equitable basis while staying consistent with each client's unique investment criteria as expressed in such client's Investment Guidelines.

IX. CONFIDENTIALITY

(a) The Adviser shall treat all information (including, without limitation, all information concerning this Agreement, the Investment Assets, the Accounts, and the Client's business activities related to this Agreement) furnished hereunder as confidential and shall not disclose such information to third parties (other than affiliates of the Adviser) at any time, including subsequent to the termination of this Agreement, absent the prior written consent of the Client; provided, however, that notwithstanding the foregoing, (A) the Adviser may, without the prior written consent of the Client, disclose non-public information to the Adviser's employees, advisers, agents and affiliates who need to know the information in order to assist or support the Adviser in carrying out the Advisers duties and responsibilities under this Agreement, provided they are informed of the confidential nature of such non-public information and are directed to treat such information confidentially and in accordance with this Agreement, and (B) the Adviser may, without the prior consent of the Client, disclose information requested in a legal proceeding (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, administrative investigation or proceeding or other similar process).

(b) Notwithstanding anything in this Agreement to the contrary, the Adviser may, at its own expense, use any trading histories, statements, records or reports relating to the Accounts and generated solely by the Adviser for the purposes of establishing an audited performance record which performance record may be shared with any third party the Adviser deems necessary; provided, that any disclosure of such performance record and any underlying materials or information related to such performance record shall not, in any event, disclose the Client's identity, the Client's affiliation with such performance record or the Client's ownership of the Accounts to which such performance record relates.

X. NOTICES

All notices and communications under this Agreement must be made through the Site or by email to the Adviser at ask@falconsrockimpact.com. Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address in Client's Application as Client shall update from time to time.

XI. SOLE AGREEMENT

This Agreement constitutes the only agreement between the parties with respect to the management of the Accounts and correctly sets forth the rights, duties, and obligations of each party to the other as of the date hereof. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

XII. SURVIVAL

The provisions of Sections III, IV, VI, IX and X hereof shall survive the termination of this Agreement. Additionally, the provisions of Sections VI, VII and X of Schedule B shall survive termination of this Agreement.

XIII. FORM ADV AND NOTICE OF PRIVACY POLICY

The Client acknowledges that it has electronically received a copy of Part II of the Adviser's Form ADV and Notice of Privacy Policy prior to the execution of this Agreement and that a copy of Adviser's Code of Professional Conduct & Ethics is included with this Agreement as *Schedule C*. Client also acknowledges Part II of the Adviser's Form ADV and Notice of Privacy Policy are readily available on the Adviser site, within their dedicated Client Portal for download and review at any time.

By signing below, Client affirms they have read, understood and agree to the terms of this Investment Advisory Agreement and all applicable schedules. Client understands and acknowledges that Adviser shall not be bound by the terms of this Agreement until its Effective Date and that no meeting of the minds with regard to this Agreement will occur until the Effective Date.

Client

SCHEDULE A INVESTMENT GUIDELINES

Set forth below are the Investment Guidelines established between the Client and the Adviser relating to management of the Account. Each Investment Guideline is exclusive of, and separate from, other Investment Guidelines. The Adviser shall, at all times, comply with each and every Investment Guideline set forth herein; provided, however, that, notwithstanding the guidelines set forth herein, in the event of specific direction(s) by the Client, the Adviser will act in accordance with such direction(s).

Adviser: Falcons Rock Impact Investments, LLC

Investment Strategy: Each Plan will be entirely funded with Sustainable, Responsible and Impact (SRI) investment funds. SRI funds incorporate environmental, social and governance (ESG) criteria in their investment process. Examples of ESG issues that might be considered include, without limitation:

1. Environmental: Toxic emissions and waste, water management, energy efficiency, alternative energy and climate change.
2. Social: Product safety and quality, labor management, working conditions, education, community engagement and human rights.
3. Governance: Board diversity, accounting and audit quality, transparency and stakeholder rights.

Certain funds may exclude companies that are involved with the production of alcohol, tobacco, weapons, fossil fuels, carbon based energy, or other products or processes deemed to be socially or environmentally harmful.

Most funds incorporate positive ESG criteria, based on research concluding companies that voluntarily adopt environmental and social policies have financially outperformed those that have not adopted such policies.

Certain funds target “Impact” investments that are designed to positively impact communities in themes such as affordable housing, affordable healthcare, education and child welfare, environmental sustainability, health communities, enterprise development, disaster recovery, redevelopment of blighted communities, or deforestation.

Fund managers often use their platform as stock or bond holders to become actively involved in shareholder advocacy for improved

environmental, social and governance performance. Advocacy “tools of change” may include:

- Direct dialog with executives
- Shareholder resolutions
- Proxy voting
- Research and analysis
- Public policy initiatives
- Letter writing/email campaigns
- Congressional testimony
- Annual shareholder meetings

The Adviser will not implement strategies to minimize tax burdens. All tax consequences are the responsibility of the Client.

Adviser will begin implementation of the investment strategy when the Adviser, in its sole discretion, believes it to be an appropriate time to implement. The Adviser will not begin implementation of the investment strategy until all regulatory requirements associated with the account have been fulfilled.

Plan Platform:

The Client Application will determine a risk profile and consequential equity exposure based on Client responses. Adviser does not provide personalized investment advisory services beyond the internet questionnaire embedded within the Application. Client affirms and accepts the limitations of an exclusively online questionnaire being used to determine their risk profile versus an in-person consultation. Further, Client confirms that all of the information provided through the Site is true, accurate and complete in all respects.

Preferred Instruments:

Mutual Funds and Exchange Traded Funds, without exclusion of other investment instruments.

Amendments:

Changes and exceptions to the Investment Guidelines are subject to the prior written approval of the Client and the Adviser.

Account Value:

Adviser does require a minimum account value. Please refer to Part II of the Adviser’s Form ADV. In the event the account value is below the minimum account value at any given time, the Advisory Fee will still be charged to the account.

Custodian:

The Custodian is as follows: TD Ameritrade, Institutional, a division of TD Ameritrade, Inc., member FINRA/SIPC.

SCHEDULE B
TERMS AND CONDITIONS

I. CLIENT REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

(a) The Client acknowledges that it recognizes the inherent market fluctuation risks which surround the investment and reinvestment of monies, including the possibility of complete loss of investment. Client understands that Adviser does not guarantee the future performance of Accounts or a specific level of performance, the success of any investment recommendation or the success of Adviser's overall management of an Account.

(b) The Client shall have full responsibility for payment of all taxes due on capital or income held or collected in the Accounts and the filing of any returns in connection therewith or otherwise required by law.

(c) Without limiting the Adviser's discretionary powers of authority as set forth in this Agreement and the Investment Guidelines:

(i) The Client acknowledges and agrees that the Adviser may elect to bunch or aggregate an order or orders for the Accounts with an order or orders of other clients or customers of Adviser to secure certain efficiencies and results with respect to execution, clearance and settlement of such orders. If a bunched order is executed in parts at different prices, or if two (2) or more separate orders for two (2) or more of Adviser's clients or customers which are entered at approximately the same time on any day are executed at different prices, Adviser, in its discretion, may employ an average price at which such investments were purchased or sold for each Adviser client or customer for whom such orders were executed. In making decisions concerning bunching and/or price averaging and allocating the investments so sold or purchased and the related transaction expenses, Adviser will act in the manner Adviser considers to be most equitable, taking into consideration its fiduciary duties to all of its clients. In some instances, bunching or price averaging may adversely affect the price paid or received by the Accounts or the number of shares of a security bought or sold for the Accounts and to allocate the aggregate amount of the investment among accounts in the manner in which the Adviser determines appropriate.

(ii) Nothing herein shall be construed to require the Adviser to bunch or aggregate orders.

(d) Client has evaluated the Plan and determined it is appropriate to Client, taking into account all relevant factors, including, without limitation, Client's risk tolerance and investment experience, financial needs, and the Advisory Fee set forth above compared to other investment advisers. Client understands that the brokerage and execution services offered through the Site may be otherwise available for less than the Advisory Fee set forth above, but that such services would not include ongoing advisory services provided by the Site.

II. ADVISER REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

(a) The Adviser understands and hereby acknowledges to the Client that the Client or its designee's instructions to the Adviser shall have the same force and effect as if delivered by and from the Client; provided that the Adviser may rely and shall be protected in acting or refraining from acting in good faith upon any such instructions by Client or its designee, subject to applicable law.

(b) Adviser hereby represents and warrants to the Client that:

(i) the Adviser is currently registered with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, as amended, and has completed, obtained and performed and will complete, obtain and perform all other material registrations, filings, approvals or examinations required by any state or federal government or governmental authority for acts contemplated by this Agreement;

(ii) no litigation, proceeding or investigation (formal or informal) of or before any arbitrator or governmental authority is pending or, to the Adviser's actual knowledge, threatened against the Adviser in:

(A) seeking to prevent the consummation of any transactions contemplated by this Agreement; or

(B) seeking any determination or ruling that would reasonably be expected to have an adverse effect on the ability of the Adviser to perform its obligations under this Agreement.

(iii) the Adviser shall manage the Accounts consistently with the provisions and requirements provided in the Investment Guidelines;

(iv) the Adviser is not receiving any payment or other form of compensation or commission, directly or indirectly, from any party with respect to its management of the Investment Assets, other than the Advisory Fee provided for herein;

III. WAIVER OR MODIFICATION

No waiver or modification of this Agreement shall be effective unless reduced to a written document signed by both parties. No failure to exercise and no delay in exercising, on the part of any party hereto, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof.

IV. ASSIGNMENT AND DELEGATION

This Agreement may not be assigned, including by merger, by either party absent the prior written consent of the other party. This Agreement binds and inures to the benefit of its parties, their successors and permitted assigns.

V. SEVERABILITY

If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not so held invalid, and each such other provision shall to the fullest extent consistent with law, continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with applicable laws, continue in full force and effect.

VI. CHOICE OF LAW; VENUE

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and the rights of the parties arising hereunder construed in accordance with the laws of the State of Wisconsin, without reference or giving effect to the principles of conflict of laws.

VII. ARBITRATION AND VENUE

Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. The arbitration of any controversy, dispute or claim shall take place in Washington County, Wisconsin, and each of the parties to this Agreement hereby submits to the non-exclusive jurisdiction of any federal and state courts located in the State of Wisconsin for the purposes of all legal and arbitration proceedings arising out of or relating to this Agreement and agrees that service of process may be made by mail to the respective parties at the address as set forth in the Investment Advisory Agreement. Client understands that this Agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

VIII. SECTION HEADINGS

The section headings in this Agreement are for convenience of reference only and shall not be deemed to interpret or modify the provisions hereof.

IX. DEFINITIONS AND INTERPRETATION

Terms defined herein include the plural as well as the singular, and any reference to any gender includes the other genders. The words "include," "includes," "included" and "including" are to be interpreted as if followed in all cases by "without limitation," whether or not actually so followed. The words "hereby," "herein," "hereof," "hereto" and "hereunder" refer to this Agreement as a whole and not to any particular Section or other portion of this Agreement. All references herein to Sections shall be deemed references to Sections of this Agreement unless the

context shall require otherwise. All accounting terms used and not otherwise defined herein have the meanings ascribed to them in accordance with accounting principles generally accepted in the United States of America.

X. FORCE MAJEURE

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, terrorism, acts of the State in its sovereign capacity, fires, floods, earthquakes, power failures, disabling strikes, epidemics, quarantine restrictions and freight embargoes.

SCHEDULE C
CODE OF PROFESSIONAL CONDUCT & ETHICS

* * Please see attached a copy of the Falcons Rock Impact Investments, LLC Code of Professional
Conduct & Ethics * *

Introduction

Falcons Rock Impact Investments, LLC (“Falcons Rock Impact”) is an investment advisory firm, exclusively offering investment advisory services through the internet. Falcons Rock Impact strives to conduct all its business affairs in an honest and ethical manner. As members and employees of Falcons Rock Impact, we have an obligation to each of our clients to provide internet-based investment advisory services in a fashion that is conflict-free, meaningful, objective and prudent.

While we conduct our business within the framework of applicable professional standards, laws and regulations, we also acknowledge that these standards, laws and regulations do not govern all types of behavior. As a result, we have established this Code of Professional Conduct & Ethics, which is based on the values of the firm and its founding member.

The Code sets forth basic principles of professional conduct which all employees will consider when faced with an ethical issue or concern. While the Code provides a broad range of guidance about the standards of integrity and business conduct, it cannot address every situation that individuals are likely to encounter. As a result, this Code is not a substitute for our responsibility and accountability to exercise good judgment and obtain guidance on proper professional conduct whenever necessary.

Upholding the Falcons Rock Impact Name

- Our clients, referral sources, and colleagues trust Falcons Rock Impact based on our professional competence and integrity...qualities that define our reputation. We uphold that reputation.
- We seek to serve only those clients whom we are competent to serve, who value our service and who meet appropriate standards of legitimacy and integrity.
- We use all assets belonging to Falcons Rock Impact and to our clients, including tangible, intellectual and electronic assets, in a manner both socially responsible and appropriate to the offering of investment advisory services and only for legal and authorized purposes.

Professional Behavior and Responsibility

- We serve the financial interests of our clients. All recommendations to clients and decisions on behalf of clients shall be solely in the interest of the clients.
- We aim to avoid conflicts of interest. Conflicts of interest shall be fully disclosed. It is unacceptable for us to request or accept any personal benefits that would compromise our independent judgment, to pursue personal gain at the expense of our clients’ interests or to pay bribes in order to win business.
- We meet our contractual obligations and report and charge honestly for our services. We fully disclose to our clients all services provided and compensation received.
- We provide to our clients all requested information as well as other information they may need to make informed decisions through electronic means. All client inquiries shall be answered promptly, completely, and truthfully through electronic means.
- All employees of Falcons Rock Impact understand that it is unlawful to trade in any security on the basis of material nonpublic or inside information or to disclose such information to others who may benefit from it. We maintain the confidentiality of all information entrusted by the client, to the fullest extent permitted by law. Under our privacy policy, we will not use or share client information with anyone, except to the extent necessary to provide services requested by the client. We do not use confidential information for personal use, or for the benefit of Falcons Rock Impact or any third party, without client authorization. We do not use information about client holdings or investment decisions to trade in securities for our own accounts, and we do not make investment decisions or divulge material, non-public information.

- We comply fully with all statutory and regulatory requirements affecting the delivery of advisory services to our clients.
- We value our independence. We protect our clients' trust by maintaining the highest standards of personal and professional standards, which are designed to enable us to achieve the objectivity necessary in our work.
- We compete fairly for our clients' business, engaging only in marketing practices that are legal and ethical.

Corporate Citizenship

- We treat our colleagues, clients and others with respect, dignity, fairness and courtesy.
- We act in a socially responsible manner.
- We encourage the support of charities, educational and community service activities.
- We support national and local efforts to eliminate corruption and financial crime.

Framework for Ethical Decision Making

We make decisions for our clients based on the following principles:

- **Gather the facts.** Encourage clients to fully disclose all relevant facts necessary to conduct proper analysis and make appropriate recommendations.
- **Identify the consequences.** Consider long-term versus short-term consequences, symbolic consequences, and the consequences of secrecy.
- **Identify our obligations.** These obligations may go beyond the legal or contractual obligations of the firm, and may include the client's expectations, morals, and perceptions.
- **Define the ethical issues.** Review all concerns and client circumstances and consider the entire picture of the client relationship.
- **Consider your character and integrity.** Not all ethical issues involve a specific legal or moral injunction; some are a matter of individual comfort about the manner in which an adviser's functions are performed. The nature, objectives and attitudes of the client also bear upon this comfort level.

Reporting Requirements

Rule 204A-1 of the Investment Advisors Act of 1940 ("Advisers Act") requires each "Access Person" of Falcons Rock Impact to report their personal securities transactions and holdings periodically. "Access Person" is defined under the Advisers Act as follows:

1. Any supervised person:
 - a. Who has access to nonpublic information regarding any clients' purchase or sale of securities, or nonpublic information regarding the portfolio holdings of any reportable fund, or
 - b. Who is involved in making securities recommendations to clients, or who has access to such recommendations that are nonpublic.
2. All of Falcons Rock Impact's directors, officers and partners.

Reporting is required as follows:

1. **Holdings Report ("Holdings Report").** A Holdings Report details the current securities holdings of an Access Person. Each Holdings Report shall meet the following requirements:
 - a. **Content.** At a minimum, a Holdings Report shall contain;
 - i. The title and type of security, and as applicable the exchange ticker symbol or CUSIP number, number of shares, and principal amount of each reportable security in which the Access Person has any direct or indirect beneficial ownership.
 - ii. The name of any broker, dealer or bank with which the access person maintains an account in which any securities are held for the Access Person's direct or indirect benefit.
 - iii. The date the Access Person submits the report.
 - b. **Timing of Holdings Report.** An Access Person must submit a Holdings Report as follows:

- i. No later than ten (10) days after the individual becomes an Access Person, and the information must be current as of a date no more than forty-five (45) days prior to the date the person becomes an Access Person.
 - ii. At least once each 12-month period thereafter on or before January 31st, and the information must be current as of a date no more than forty-five (45) days prior to the date the report was submitted.
 - c. Person to Whom Holdings Report is Delivered. Each Holdings Report shall be delivered to the Chief Compliance Officer of Falcons Rock Impact.
2. Transaction Report (“Transaction Report”). A Transaction Report details the quarterly securities transactions of an Access Person. Each Transaction Report shall meet the following requirements:
 - a. Content. At a minimum, a Transaction Report shall contain:
 - i. The date of the transaction, the title, and as applicable the exchange ticker symbol or CUSIP number, interest rate and maturity date, number of shares, and principal amount of each reportable security involved.
 - ii. The nature of the transaction (i.e., purchase, sale or any other type of acquisition or disposition).
 - iii. The price of the security at which the transaction was effected.
 - iv. The name of the broker, dealer or bank with or through which the transaction was effected.
 - v. The date the Access Person submits the report.
 - b. Timing of Transaction Report. An Access Person must submit a Transaction Report no later than thirty (30) days after the end of each calendar quarter, which report must cover, at a minimum, all transactions during the quarter.
 - c. Person to Whom Transaction Report is Delivered. Each Transaction Report shall be delivered to the Chief Compliance Officer of Falcons Rock Impact.
3. Exceptions from Reporting Requirements. An Access Person is not required to submit:
 - a. Any report with respect to securities held in accounts over which the Access Person had no direct or indirect influence or control.
 - b. A Transaction Report with respect to transactions effected pursuant to an automatic investment plan.
 - c. A Transaction Report if the report would duplicate information contained in broker trade confirmations or statements no later than 30 days after the end of the applicable calendar quarter.
4. Approval with Regard to Public Offerings. Further, all Access Persons must obtain approval from Falcons Rock Impact before directly or indirectly acquiring beneficial ownership in any security in an initial public offering or in a limited public offering.

Our Responsibilities

A copy of this Code of Professional Conduct & Ethics will be given to each employee of Falcons Rock Impact, and each employee will acknowledge his or her receipt and understanding of this Code in writing. It is the responsibility of each of us to follow the Code of Professional Conduct & Ethics, and to help others to do so. Employees will receive training on compliance with this Code, as well as on the legal and regulatory requirements that apply to our business. Employees are encouraged to report and express their concerns, and all reports or suspicions will be investigated and remedied if appropriate. Suspected violations of this Code shall be reported promptly to Gregory D. Wait, President and Chief Compliance Officer of Falcons Rock Impact. Those who violate the Code will be subject to disciplinary action, up to and including dismissal.

Falcons Rock Impact shall keep and maintain all records required under Rule 204-2(12) and (13) of the Advisers Act relating to this Code of Ethics.