



NEWDAY Impact Wrap Fee Program Advisory Agreement

Digital Platform Effective October 1, 2021

This document compiles assorted agreements and representations that establish and govern the Newday Impact-Client Relationship. The Newday Impact Wrap Fee Program Advisory Agreement contains an arbitration provision at Section 28. Please read these agreements and representations carefully and retain them for future reference.

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NEWDAY Funds, Inc.
Wrap Fee Program Advisory Agreement

This agreement was amended and the amendments herein are effective October 1, 2021.

You (“Client”) and Newday Funds Inc., a Delaware Corporation and a registered investment adviser (“Newday Impact”), agree to enter into this Advisory Agreement. Client is contracting with Newday Impact to participate in Newday Impact’s investment management wrap fee program (the “Program” as defined below).

By signing this Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located in Section 28. You should not sign this Agreement if you have any questions about your obligations under this Agreement, the Services that Newday Impact is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at info@newdayinvesting.com prior to signing this Agreement. You should retain this agreement for future reference.

AS SET FORTH IN SECTION 28 BELOW, THIS ADVISORY AGREEMENT INCLUDED AN ARBITRATION CLAUSE. BY ENTERING INTO THIS ADVISORY AGREEMENT, CLIENT ACKNOWLEDGES THAT THE PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, THE RIGHT TO A JURY TRIAL AND THE RIGHT TO LITIGATE OR ARBITRATE ON A CLASS BASIS. By entering this Advisory Agreement, Client also acknowledges receipt of the Newday Impact Privacy Policy (available on our “Website”).

If Client is unwilling to accept this obligation or to be bound by the terms and conditions of the Advisory Agreement, Client will not submit the Application to become a Client of Newday Impact and participate in the Program. Newday Impact reserves the right to decline any Application or to terminate any Account at any time and for any reason, in their sole discretion.

This agreement is effective on the day and year signed, and signing shall occur by electronic signature evidenced from clicking or checking the “Submit Application” similarly worded submission button or typing in the Client’s name in the electronic signature field appearing after you have scrolled through this Agreement. Client understands that clicking or typing the Client’s name in the electronic signature field is the legal equivalent of manually signing this Advisory Agreement and the client will be legally bound by its terms and conditions, including the Arbitration Clause located at Section 28. Client understands that this advisory agreement may be amended from time to time by Newday Impact, with revised terms posted on the Website.

1. Newday Impact’s Advisory Services.

Newday Impact offers client-directed investment advisory services (“Services”) to clients through the Newday Impact Website www.newdayinvesting.com or related mobile application (the “Site” or “App”). Client hereby appoints Newday Impact as its investment adviser to implement investment decisions of the Client and to manage a securities account established and owned by Client at Apex Clearing Corporation (each the “Client Account”, “Newday Impact Account” or “Account”).

Newday Impact shall manage the Account by issuing trading instructions to Apex Clearing Corporation (“Apex” or “Custodian”) to cause such Account to purchase and sell stocks, bonds, mutual funds, exchange traded index funds (“ETFs”) and/or similarly traded instruments (“Securities”) pursuant to the selected impact portfolio (the “Portfolio”).

Every Newday Impact Portfolio is custom-made, proprietary, and targeted investment strategy built to benefit a specific area of impact. Our multi-portfolio approach allows us to provide a fully-diversified investment strategy while impacting the areas the clients care about directly.



\$1000 Minimum Investment: Newday Impact imposes a minimum \$1000 investment and requests that the Client select one (1) portfolio from the recommended portfolio allocation. Newday Impact recommends an additional \$100 investment per portfolio in order for the client's portfolio to replicate the model portfolio.

Newday Impact offers three Impact Strategies: Conservative, Moderate and Aggressive. Each Strategy is a blend of Newday Impact's fixed income model portfolio and thematic model portfolios. Blended as follows:

- Conservative strategy: 70% Fixed Income/30% Equities
- Moderate strategy: 60% Fixed Income/40% Equities
- Aggressive strategy: 30% Fixed Income/70% Equities

Newday Impact will develop a number of model portfolios and enhance or update these model portfolios from time to time. Client agrees that Newday Impact may modify from time to time the number of model portfolios that it deems appropriate, in its sole discretion, to address the areas of impact. Client agrees that Newday Impact may, in its sole discretion, modify from time to time the selection of securities that comprise each of the model portfolios and the relative weightings of the securities within each of the model portfolios.

Newday Impact will use the App to provide Client with information about the composition and impact objectives of the Model Portfolios. Client agrees that:

- The Model Portfolios are subject to the investment risks;
- Any projected returns associated with any Portfolio may not materialize; and
- Any hypothetical back-tested returns associated with any Portfolio are based on assumptions and do not reflect actual results of any Newday Impact Account.

Based on the Client Investment Profile, which will serve as the Investment Policy Statement "IPS"), the App will generate a recommended Impact Strategy and Portfolio Allocation. Client acknowledges that Newday Impact will rely on the information the Client provides in the Investment Profile in order to recommend an allocation among Model Portfolios to create the Client's Impact Portfolio. However, Client agrees that there is no guarantee, representation, warranty, or covenant that the recommended Portfolio will perform better over any time period than any other Portfolio or any other investment. Client agrees that:

- The recommended Impact Portfolio is subject to the investment risks;
- Any projected returns associated with the recommended Impact Portfolio may not materialize; and
- Any hypothetical back-tested returns associated with the Model Portfolio are based on assumptions and do not reflect actual results of any Newday Impact Account.

The Client may choose any combination of the Model Portfolios offered by Newday Impact to create their individualized Impact Portfolio. Client is not obligated to choose the recommended Impact Portfolio Allocation. Client may change their Impact Portfolio Allocation at any time. The Client acknowledges and agrees that the Client is solely responsible for their choice of Impact Portfolio among the Portfolios offered by Newday Impact. Newday Impact shall not have authority or discretion to select any Portfolio Allocation, including the recommended Portfolio, for the Client. The Client further acknowledges and agrees that it is the Client's responsibility to review and carefully consider the information available on the Newday Impact website about each of the Portfolios and their constituent holdings before choosing your recommended Portfolio.

Newday Impact advisory services are designed so that trading in the Client Account over time causes the holdings to replicate your selected Model Portfolio(s). Client agrees that there is no guarantee, representation, warranty, or covenant that the holdings in your Account will match the allocations of your selected Model Portfolio(s). Client acknowledges that various factors (including the timing and frequency of Deposits and Withdrawals, market volatility and disruptions, the timing and frequency of your choice of or changes to your



selected Impact Portfolio, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Account will replicate your selected Model Portfolio(s) at any particular time.

If Client chooses an Impact Portfolio other than the recommended Impact Portfolio, Client acknowledges and agrees, without limiting any other provision of this Advisory Agreement, that;

- Your selected Impact Portfolio may not be suitable with respect to your investment objectives, risk tolerance, age, financial condition, or other facts or circumstances that apply to you;
- You will assume the risk that your selected Impact Portfolio may perform worse for you over any time period than the recommended Impact Portfolio; and
- Newday impact shall not be liable for any losses or other damages resulting from your choice of a selected Impact Portfolio.

The Impact Portfolio and the allocation in which they are held in the Client's Account may be rebalanced in Newday Impact's discretion to resemble the Model Portfolios and allocation specified by the Client in the App and in response to cash flows. Newday Impact will design the Orders for rebalancing to cause the holdings in your Account to replicate your selected Model Portfolio more closely after settlement of the Purchases and Sales that comprise the rebalancing than before the settlement of Purchases and Sales. Client agrees that Newday Impact may modify at any time the manner in which, or the frequency with which, Newday Impact calculates, generates, and places orders with the Custodian for rebalancing. Client understands and agrees that such transactions may affect the market value of the Account, and may also have tax consequences.

The Client acknowledges and agrees that Newday Impact will provide investment advice primarily over the internet through the App and Website. Client must be willing to receive investment advice over the internet in order to use the services provided under the Agreement. Newday Impact provides customer support over Chat and telephone for the purposes of technical support, but such support is educational in nature only.

Newday Impact's discretionary investment advice is based solely on the information the Client provides to Newday Impact via the App (or in limited circumstances, by email) in response to the request NewdayImpact makes via the App (or by email). Newday Impact relies on the information provided by the Client and cannot be held responsible for (i) any recommendations based on inaccurate or incomplete information or (ii) modifications Client makes to their profile that cause the IPS to differ from Newday Impact's recommendation. Inaccurate or incomplete information includes, but not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client circumstances. Client acknowledges that if Client provided false, inaccurate, or incomplete information to Newday Impact, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice Newday Impact provides may not match Client's investment needs. Client further acknowledges that Newday Impact's recommendations will not be based on any assets or liabilities held outside of the Account. Client agrees that if a material change occurs to Client's goals, financial circumstances, or investment objectives, or Client wishes to impose or modify reasonable restrictions on the management of the Account, Client will promptly update Client's information on the website or App. Newday Impact will periodically send Client a reminder to update information on file with Newday Impact if there has been a material change to Client's financial circumstances or investment objectives, or if Client wished to impose or modify investment restrictions on Client's Account.

The IPS may be modified as Newday Impact adds impact themes and Client updates Client's information and preferences via the App.

2. Limited Trading Authority.

The Client will direct and be responsible for the direction of investments through the App by: 1) carefully reviewing the information about investing and the Model Portfolios available on the App; 2) carefully



considering the recommendation that NewdayImpact generates for you through the App; 3) choosing your selected Impact Portfolio; and 4) deciding whether to exclude any Model Portfolio(s) from your selections. It is the Client's responsibility to conduct and monitor inflows and outflows to and from the Account by using the App to initiate deposits and withdrawals from the Client's Account ("Deposits" and "Withdrawals", respectively).

Newday Impact shall have discretion over assets in your Account to the limited extent that Newday Impact shall have authority in connection with its provision of advisory services: to determine and modify from time to time which securities are offered through the App; to determine the timing of purchases and sales of securities in relation to deposits and withdrawal; to determine the timing of purchases and sales in order to rebalance the account, and; to determine the timing to trade securities based on buy and sell requests by you.

All transactions will be consummated by a payment to, or delivery by, Apex Clearing Corp. (the "Apex" or "Custodian") of all cash and/or securities due to or from the Newday Impact Account. Newday Impact may not instruct the Custodian to deliver funds or securities to Newday Impact, except for payment of advisory fees; by signing this Agreement, you authorize us to direct the Custodian to deduct advisory fees from the Account. The Custodian, an SEC registered broker-dealer and member FINRA/SIPC, is also acting as the broker-dealer. All brokerage and clearing services are offered through the Apex. Newday Impact shall instruct the Custodian to forward to the Client copies of all confirmations promptly after execution of transactions. Newday Impact shall not be responsible for any loss incurred by reason of any act or omission by the Custodian, whether in its capacity as a custodian or a broker-dealer; provided, however, that Newday Impact will make reasonable efforts to require that it will perform its obligations with respect to the Account. All transactions concerning the Account shall be binding upon the Client at the Client's sole risk.

Notwithstanding anything in this Agreement to the contrary, Newday Impact shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client for countervale or as provided in Section 12.

3. Custodian.

Newday Impact will not act as the custodian for the Account, though our right to deduct advisory fees from the Account deems us to have "custody" of your funds. Apex Clearing Corporation shall be the custodian for the Account, and it shall have possession of the assets of the Account and provide custodian level statements. The Client will complete the necessary application materials to open an account with the Custodian and have account statements provided to the Client at least quarterly. The Custodian shall meet the requirements of a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act").

4. Allocation Changes.

Client may make changes to their Impact Portfolio allocation at any time. Client understands and agrees that Account will be rebalanced during the calendar quarterly rebalancing, unless the Client reaches out directly to Newday Impact to request inter-quarter rebalancing.

5. Rebalancing.

The portfolios and the proportions in which they are held in the Client's Account may be rebalanced in Newday Impact's discretion to resemble the model portfolios and preferences specified by the Client in the App or in the event of changes to the clients profile. At a minimum accounts will be rebalanced on a quarterly basis. Client understands and agrees that such transactions may affect the market value of the Account, and may have tax consequences. Accounts with an account balance of \$5.00 or less will not be rebalanced.



6. Fractional Shares.

Client understands that, subject to applicable requirements, Newday Impact may report holdings and transactions in Client's Account in terms of allocation percentage. As a consequence of allocation percentage transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside of the Newday Impact platform and agrees that fractional shares might not be marketable outside the Newday Impact platform or transferrable to another brokerage account.

7. Order Handling.

Newday Impact may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Newday Impact clients, including its employees and their related persons, and for Newday Impact's own account. In such cases, each Account will be charged or credited with the average price per unit. Client aggregated orders resulting in less than one whole share will need to be round to a whole share. In this instance the residual share not allocated to clients will be allocated to a Newday Impact proprietary account.

8. Broker to Be Used.

Apex Clearing Corporation shall maintain the Account and custody of the Assets credited thereof, and perform functions such as executing transactions, clearing and crediting of interest and dividends. The client shall retain ownership of all cash, securities, and other instruments in the Account. Apex, as the custodian, shall also act as the broker-dealer which will execute all orders on behalf of the Account. Newday Impact anticipates aggregating or "batch" orders in order to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Newday Impact clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been independent. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Newday Impact clients in proportion to the purchase and sale orders placed for each client account on any given day. If Newday Impact cannot obtain execution of all the combined orders at prices or for transactions costs that Newday Impact believes are desirable, Newday Impact will allocate the securities Newday Impact does buy or sell as part of the combined orders by following Newday Impact's order allocation procedures. Newday Impact anticipates that Apex will provide best execution for the Client. In the event Newday Impact determines that Apex does not at any time provide best execution in its capacity as a broker-dealer, Newday Impact reserves the right to select a different broker-dealer which will provide best execution with respect to such transaction. "Best execution" includes the amount of broker-dealer fees which will be charged to the Newday Impact Account in connection with any trade, but it may also include other benefits. As such, Newday Impact may retain Apex as the broker-dealer with respect to the Account even if its broker-dealer fees are not the lowest fees which could be charged for such transaction.

9. Bank Connections

The Client shall be required to connect their Account to the Client's bank or other account from which money will be transferred to fund the Account (the "Funding Account") by entering into the App true, accurate, current, and complete information about their Funding Account, including the ABA routing number and account number for the Funding Account. The Client acknowledges that their Account will not be connected to their Funding Account unless and until they receive a confirmation through the App indicating they have successfully connect the Account and Funding Account. The Client further agrees that, if their Funding Account is closed or restricted after they connect to the Account, it will have no right under the Agreements to make Deposits or Withdrawals unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) they successfully connect a different and adequately funded Funding Account to the Account.



10. Representations and Warranties.

a.) Client represents and warrants to Newday Impact and agrees with Newday Impact as follows:

i. Client has the requisite legal capacity, authority and power to execute, deliver and perform his or her obligations under this agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise.

ii. Client is the owner or co-owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.

iii. Client will provide Newday Impact with complete and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, and Securities from which Client may be or become legally restricted from buying or selling, as requested, in the Investment Profile and will promptly update that information as Client's circumstances change.

iv. Client acknowledges that the Newday Impact and Custodian are subject to certain anti-money laundering ("AML") and related provisions under applicable laws, rules and regulations and are otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitations, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government or United Nations sanctions and embargo programs (collectively "AML Laws"). In furtherance of the foregoing, Client hereby represents and warrants the following and shall promptly notify Newday Impact if any of the following ceases to be true and accurate: (a) to the best of the Client's knowledge based upon appropriate diligence and investigation, none of the cash or property that the Client has paid or will pay or deposit to Newday Impact has been or shall be derived from or related to any activity that is deemed criminal under United States law, nor will any of the Client's payments or deposits to Newday Impact directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws. No contribution or payment by Client to Newday Impact shall cause Newday Impact or Custodian to be in violation of any AML Laws, including, without limitation, the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, and the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. Client understands and agrees that if at any time it is discovered that any of the representations in this Section (3)(iv) are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Newday Impact may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to freezing, segregating or forcing a withdrawal of the Client's cash or assets from Newday Impact.

v. Client acknowledges that Newday Impact or Custodian may require further documentation verifying Client's identity or the identity of the Client's beneficial owners, if any, and the source of funds used to make payment or deposit to Newday Impact. Client hereby agrees to provide such documentation as may be requested by Newday Impact. Furthermore, Client acknowledges and agrees that Newday Impact or Custodian may release confidential information regarding the Client and, if applicable, any of the Client's beneficial owners, to government authorities if Newday Impact, in its sole discretion,



determines after consultation with counsel that releasing such information is in the best interest of Newday Impact in light of any AML Law.

vi. As of the Effective Date, and at all times during the term of this Agreement, none of the Account's assets are or will be assets of "employee benefit plans" within the meaning of the Federal Employee Retirement Income Security Act of 1974, as amended.

vii. Client agrees to use Newday Impact solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by Newday Impact).

b.) Client understands and agrees that (1) Newday Impact does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (2) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution of value, and this risk applies even when the Account is managed by an investment adviser; (3) the past performance of any benchmark, market index, ETF, or other Security does not indicate future performance, and future transactions will be made in different Securities and different economic environments; and (4) Newday Impact will cause the Account to invest in Securities in essentially the proportions set forth by the selected Portfolio (subject to the profile information received from the Client), and provide only the specific reviews and restrictions described in this Agreement, and will not otherwise review or control the Account. There are significant risks associated with any investment program. Additionally, client understands and agrees that:

i. Newday Impact's sole obligation hereunder or otherwise is to manage the Account in accordance with the selected Portfolio, and Client has not engaged Newday Impact to provide any individual financial planning services. Client understands and agrees that Newday Impact is not responsible for any losses in an Account, as provided in Section 11, and Newday Impact may at any time in its sole discretion determine that a Portfolio may require reallocation of Securities.

ii. The Account will be managed solely by Newday Impact issuing instructions to Custodian to cause the Account to follow the selected Portfolio based on the information Client has provided to Newday Impact. Client further understands that if any of the information Client provides to Newday Impact is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the selected Portfolio may be inappropriate for Client. An Account's transactions may be executed by Custodian at approximately the same time as other clients accounts managed by Newday Impact in accordance with other Newday Impact Client Portfolios, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction.

iii. Newday Impact is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by Newday Impact on behalf of the Client due to any or all of the following, which are likely to happen from time to time: (1) any kind of interruption of the services provided by Custodian or Newday Impact's ability to communicate with Custodian; (2) hardware or software malfunction, failure or unavailability; (3) Custodian system outages; (4) internet service failure or unavailability; (5) the actions of any governmental, judicial or regulatory body; and/or (6) force majeure.

iv. An Account's composition and performance may be different for a variety of reasons from those of any initial Portfolio recommendation to a Client. These differences can arise each time the Portfolio is adjusted or rebalanced, including, but not limited to, the following instances: (1) when the Account is established and the initial Securities positions are established; (2) when Client contributes additional



capital to such Account; (3) when Client revises his/her Investment Profile and causes Newday Impact to recommend a new Portfolio or revise the existing Portfolio; (4) each time the Advisory Fee is charged and paid from such Account; and (5) any time Newday Impact adjusts its portfolio by which the composition of the Account is maintained as specified for the selected Portfolio. On any such adjustments, Newday Impact may adjust the selected Portfolio in its discretion to approximate the composition specified in the Portfolio as closely as reasonably practicable based on the conditions at the time.

v. Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Newday Impact Clients for whom Newday Impact has designated different Portfolios.

11. Confidentiality.

Except as required by law or requested by regulatory authorities, (a) Newday Impact agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Newday Impact, except for information that Client explicitly agrees to share publicly, (b) Client agrees to maintain in strict confidence all investment advice and other non-public information that Client acquires from Newday Impact in connection with the Account. Client agrees that Client shall not use investment recommendations and other confidential information Client receives from Newday Impact for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or Newday Impact's services. Client acknowledges receipt of Newday Impact's Privacy Policy available at www.newdayinvesting.com/legal/privacy.

12. Advisory Fee.

a.) For its Services, Newday Impact charges each Account with assets over \$100 an annual fee of no more than 0.75% (the "Advisory Fee"). Fees are billed monthly in arrears and are based on the average daily balance of the Account during the preceding month. By signing this Agreement, you authorize us to direct the Apex to deduct advisory fees from your Account.

The statement will detail all account activity. Clients are encouraged to review their account statements to verify the accuracy of all information. At the inception of the Account, the first pay period fee will be calculated on a pro-rata basis. The Advisory Agreement between Newday Impact and Client will continue in effect until either party terminates the Agreement in accordance with the terms of this Agreement. Newday Impact's annual fee will be prorated through the date of termination.

b.) If for any reason there is insufficient cash available in the Account to cover Newday Impact's fees at the time they are charged and deducted from the Account, Newday Impact, in its sole discretion, may cause Securities in the Account to be liquidated to cover its fees.

c.) Newday Impact reserves the right, in its sole discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by Newday Impact. In addition, Client agrees that Newday Impact may waive its fees for the Accounts of Clients other than Client, without notice to Client and without waiving its fees for Client.

13. Valuation.

The assets in the Account will be valued by Apex as the Account custodian and such Custodian shall also execute all trades. Newday Impact may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by Newday Impact regarding the value of assets in the Account.



14. Responsibility for Expenses.

Newday Impact charges Client the Advisory Fee as provided in Section 12 hereof. Custodian may charge Clients additional fees or expenses for optional brokerage services or products.

15. Account Losses.

To the extent permitted under applicable law, Client understands and agrees that Newday Impact will not be liable to Client for any losses incurred by Client that arise out of or are in any way connected with any Securities transaction or other act or failure to act of Newday Impact under this Agreement, including, but not limited to, any tax liability asserted against Client by any federal, state or local authority with respect to the Account, so long as such recommendation or other act or failure to act does not constitute a breach of Newday Impact's fiduciary duty to Client. Client shall indemnify and defend Newday Impact and Newday Impact's directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or Custodian or any broker, agent or other third party selected by Newday Impact in a commercially reasonable manner or selected by Client, except such as arise from Newday Impact's breach of fiduciary duty to Client. Anything in this Section 11 or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

16. Termination and Withdrawals.

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Newday Impact through the Site and by Newday Impact to Client through the primary email address in the Client's Account application as Client shall update from time to time. Client may withdraw all or part of the Account by notifying Newday Impact at any time provided that all partial withdrawals comply with Newday Impact's required Account minimums as posted on the Site and updated from time to time, unless Newday Impact otherwise consent in advance. Client's withdrawal of all of the Account under this Agreement will terminate this Agreement. Upon termination of this Agreement, Sections 15, 25 and 27 shall survive such termination. Client understands and agrees that Newday Impact may determine to liquidate immediately all holdings in the Account, and Newday Impact shall not be liable to Client for any consequences of such liquidation.

17. Services Not Available Outside the United States or to Non Resident Aliens.

Newday Impact makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the Site's content or its compliance with such local laws. The products and services provided by Newday Impact are not being offered to, and are generally not available to anyone located outside the United States, including U.S. citizens residing or working abroad. Newday Impact does not offer its services to non-resident aliens which require a Form W-8 for tax-withholding. Client understands that the Site is the only means of accessing Newday Impact's services, accessing the Account, and providing certain information and preferences regarding the Account. Client's inability to access the Site in certain foreign countries could result in Client's inability to access the services, the Account, or to provide certain information and preferences regarding the Account. Client agrees to indemnify and hold Newday and its affiliates harmless from and against any and all losses arising out of, relating to, or incurred as a result of the unavailability of the Site from foreign countries.

18. Method of Communication.

Client agrees that the primary method of Newday Impact's communication with Client will be by posting information on the Site and, to the extent required by law, sending Client a notice that directs Client to the Site from which the information can be read and printed. Client understands that Newday Impact reserves the right, however, to post Account communications on the Site without providing notice to Client, send Account communications to Client's postal or electronic mail address of record or to another access device Client has registered with Newday Impact. Client agrees to check the Site regularly as Client may have no other means of



knowing that information and Account communications have been delivered to Client. Client agrees that all Account communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted by Newday Impact, regardless of whether Client actually or timely received or accesses the Account communication.

Client agrees to maintain an up-to-date email address with Newday Impact and to ensure that Client has the ability to read, download, print and retain documents provided by Newday Impact. Client's account will be terminated if Client is unable or unwilling to accept electronic delivery.

19. Investment Tools.

Client understands that investment tools provided within the App are not a guarantee of performance nor does Newday Impact make any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that Newday Impact is not liable for any Losses (including lost opportunity or profits) arising out of or relating to discrepancies between projections and suggestions and actual performance. These tools are not designed to provide you with a comprehensive financial plan.

20. Account Statements.

Client will receive account statements from Custodian, which are the official records of the Account. Newday Impact may also provide information about the Account from time to time.

21. Proxy Voting.

All proxies solicited by or with respect to the issuers of securities in which Assets may be invested from time to time shall be voted by the Client. The Adviser shall have no authority or responsibility for exercising any of the foregoing rights unless otherwise agreed in writing between the Adviser and the Client.

22. Independent Contractor.

Newday Impact is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Newday Impact and Client.

23. Assignment.

Client may not assign this Agreement without Newday Impact's prior written consent. Newday Impact may not assign this Agreement without prior consent of Client, to the extent that such consent is required under the Investment Advisers Act of 1940, as amended, and the rules and regulations thereunder, provided however that Client will be deemed to have consented to an assignment if Client does not object to such assignment or close their Account within sixty (60) calendar days of being notified through the Site or by email of any intent of Newday Impact to assign such rights or obligations. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

24. Electronic Delivery of Documents.

Client acknowledges receipt and acceptance of the "Consent to Electronic Delivery of Documents from Newday Impact" which is attached hereto. All written notices to any party under this Advisory Agreement shall be sent to such party in electronic form either through applicable means of the App or through designated email addresses or such other address as such party may designate in writing to the other. Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client hereby agrees to provide Newday Impact with a current email address and promptly notify Newday Impact of any changes to his or her email address in his or her Account on the App or Website. Notwithstanding the above, Newday Impact may occasionally require certain communications from the Client to be sent in non-electronic format.



25. Electronic Signatures.

Client's intentional action in electronically signing this Agreement by clicking "Submit Application" or other similarly worded submission button, typing Client's name in the signature field, or otherwise entering an electronic signature, is the legal equivalent of manually signing this Agreement and Client will be legally bound by its terms and conditions. Client acknowledges that Client may access and retain a record of the documents that Client electronically signs through the Site. Client understands that this Agreement may be amended from time to time by Newday Impact, with revised terms posted to this Site. Client agrees to check the Site for updates to the Agreement. Client understands that by continuing to maintain an account without objecting to revised terms of this Agreement, Client is accepting the terms of the revised Agreement and will be legally bound by its terms and conditions.

26. Acknowledgement of Receipt and Electronic Signatures.

By electronically signing this document, Client acknowledges receipt of Newday Impact's Form ADV Part 2 ("Brochure"), Privacy Policy, Terms of Use and other required and permitted disclosures.

On written request by Client, Newday Impact agrees to annually deliver electronically, without charge, Newday Impact's Brochure required by the Advisers Act.

27. Governing Law.

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California.

28. ARBITRATION.

THE PARTIES WAIVE THEIR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING ANY RIGHT TO A JURY TRIAL. THE PARTIES AGREE THAT ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE ACCOUNTS, INCLUDING THE DETERMINATION OF THE SCOPE AND APPLICABILITY OF THE AGREEMENT TO ARBITRATE, SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION CONDUCTED UNDER THE AUSPICES OF JAMS PURSUANT TO ITS COMPREHENSIVE ARBITRATION RULES AND PROCEDURES. THE ARBITRATION HEARING SHALL BE HELD IN THE COUNTY AND STATE OF THE PRINCIPAL OFFICE OF Newday Impact AT THE TIME THE DISPUTE ARISES. DISPUTES SHALL NOT BE RESOLVED IN ANY OTHER FORUM OR VENUE. THE ARBITRATION SHALL BE CONDUCTED BY A RETIRED JUDGE WHO IS EXPERIENCED IN RESOLVING DISPUTES REGARDING THE SECURITIES BUSINESS. THE PARTIES AGREE THAT THE ARBITRATOR SHALL APPLY THE SUBSTANTIVE LAW OF CALIFORNIA TO ALL STATE LAW CLAIMS, THAT LIMITED DISCOVERY SHALL BE CONDUCTED IN ACCORDANCE WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, AND THAT THE ARBITRATOR MAY NOT AWARD PUNITIVE OR EXEMPLARY DAMAGES, UNLESS (BUT ONLY TO THE EXTENT THAT) SUCH DAMAGES ARE REQUIRED BY STATUTE TO BE AN AVAILABLE REMEDY FOR ANY OF THE SPECIFIC CLAIMS ASSERTED. IN ACCORDANCE WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES, THE ARBITRATOR'S AWARD SHALL CONSIST OF A WRITTEN STATEMENT AS TO THE DISPOSITION OF EACH CLAIM AND THE RELIEF, IF ANY, AWARDED ON EACH CLAIM. THE AWARD SHALL NOT INCLUDE OR BE ACCOMPANIED BY ANY FINDINGS OF FACT, CONCLUSIONS OF LAW OR OTHER WRITTEN EXPLANATION OF THE REASONS FOR THE AWARD. THE PARTIES UNDERSTAND THAT THE RIGHT TO APPEAL OR TO SEEK MODIFICATION OF ANY RULING OR AWARD BY THE ARBITRATOR IS SEVERELY LIMITED UNDER STATE AND FEDERAL LAW. ANY AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING, AND JUDGMENT MAY BE ENTERED ON IT IN ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY AND STATE OF THE PRINCIPAL OFFICE OF Newday Impact AT THE TIME THE AWARD IS RENDERED OR AS OTHERWISE PROVIDED BY LAW. THE PARTIES SHALL MAINTAIN THE CONFIDENTIAL NATURE OF THE ARBITRATION PROCEEDING AND THE AWARD, INCLUDING WHEN SEEKING TO CONFIRM OR VACATE THE AWARD IN COURT, UNLESS OTHERWISE REQUIRED BY LAW OR JUDICIAL DECISION.



29. Notices.

All notices and communications under this Agreement must be made electronically through the Site or by email. Client must include info@newdayinvesting.com on all communications with Newday Impact. Client's contact information for email communications from Newday Impact shall be the email address provided by Client in Client's user account on the Site.

30. Waiver or Modification.

Newday Impact's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Newday Impact's waiver of modification granted on one occasion be construed as applying to any other occasion.

31. Entire Agreement.

This Agreement, together with the Brokerage Agreement, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understanding (including without limitation any and all pre-existing client account agreements, which are hereby cancelled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs