

## PORTFOLIO MANAGER LICENSE AGREEMENT

Covestor Ltd. (“**Covestor**”), a company formed under the laws of the United Kingdom and registered under the United States Investment Advisers Act of 1940, as amended (the “**Act**”), hereby confirms its agreement with you regarding our right to use certain data generated by you (generally referred to as “**Portfolio Manager**” but also as “**Publisher**”), as well as the other matters set forth herein, on the terms and conditions set out herein and the appendices hereto and made a part hereof (collectively, this “**Agreement**”). This Agreement will be effective as of the date of your acceptance of the terms and conditions set forth herein (the “**Effective Date**”).

### **1. Provision of Data.**

a. You agree to open and maintain one brokerage account (the “**Account**”) at Interactive Brokers LLC (“**IB**” or “**Interactive Brokers**”) for the sole purpose of managing a portfolio on the Covestor platform. You also agree to provide Covestor with timely access to such Account and all of your respective investment decisions, portfolio and trading activity and other portfolio-related data in such Account, including, without limitation, securities, prices, volume traded, types of trades. You may also maintain as many other Interactive Brokers accounts as you choose, but these will not be linked to the Covestor platform. You agree that Covestor and IB may exchange information regarding any accounts you maintain or manage through IB (other than any identifying information about your non-Covestor clients or investments in such non-Covestor clients’ accounts) so Covestor and IB can effect transactions in your account(s), provide you services and/or market services complementary to your existing business. If you previously used the same strategy on the Covestor platform in some other Interactive Brokers account(s) not linked to Covestor, you

also agree to provide Covestor with timely access to such other Interactive Brokers account(s) and all of your respective investment decisions, portfolio and trading activity and other portfolio-related data in such account(s), including, without limitation, securities, prices, volume traded, types of trades. You also agree to provide Covestor, if applicable, with historical performance data, i.e., trade data from the inception of your Account with Interactive Brokers to the date of this Agreement or historical performance data from any other brokerage account in which you managed your strategy prior to opening an Account at IB (collectively, the “**Data**”). Any historical performance data you provide to Covestor must meet the requirements set forth in Appendix G (“**Standards Applicable to Your Pre-Covestor Trading Data**”).

b. You agree to open and maintain your Account in accordance with the access rules set forth on Appendix A (the “**Trading Rules**”). Covestor will provide you with reasonable advance notice of any amendments to these rules. You are responsible for all investment activity and performance within such Account.

c. You agree to allow Covestor to use your Data to create multi-manager portfolios (“**MMPs**”). Covestor may create MMPs by commingling your Data with the data of other portfolio managers on the platform at its sole discretion as long as the sources of Data are properly cited. An MMP is a combination of different portfolios on the Covestor platform that seeks to diversify the risks associated with a single investment portfolio while still capturing manager alpha. Covestor is not obligated to create such MMPs, and will only do so in its sole discretion. Also in its sole discretion, Covestor may decide which specific manager portfolios comprise an MMP. Covestor may periodically rebalance MMPs. Covestor will pay portfolio managers whose portfolios are part of an MMP asset-based compensation based on the management fee charged by each manager

in accordance with the specific provisions of Appendix F (“Fees”).

d. Your posting of content, other than Data, on a website or service maintained by Covestor shall be governed by the Terms of Use posted on any such website or service, as they may be updated from time to time, which Terms of Use are incorporated herein by reference.

## 2. License.

a. Data will remain your sole property and nothing in this Agreement will confer on Covestor any right of ownership in any Data except as otherwise explicitly set forth in this Section 2. You hereby grant Covestor a worldwide, irrevocable, non-exclusive license to use, publicly display, transmit, distribute, reproduce, manipulate, resell, sublicense and create derivative works from your Data. You agree and acknowledge that Covestor is entitled to use such Data in its investment advisory business.

b. Covestor has no obligation to include or use any of your Data, or to publish, broadcast, exhibit, transmit, distribute or otherwise exploit such Data in any manner or media.

c. You hereby grant Covestor a worldwide, irrevocable, non-exclusive and royalty-free license to use, publicly display, transmit, distribute and reproduce your name, image or likeness, and any related trademark or trade name in any of Covestor’s marketing materials in any medium for the duration of this Agreement. Covestor represents that its advertising and marketing materials that reference managers comply with the securities laws and regulations applicable to Covestor’s operations.

## 3. Fees.

Covestor will pay you fees (“Fees”) for certain uses of Data in the manner set forth on Appendix F (“Fees”).

## 4. Warranties, Representations and Covenants.

a. You represent, warrant, covenant and agree to and with Covestor that:

(i) The execution and delivery of this Agreement by you, the performance by you of your obligations hereunder and the consummation by you of the transactions contemplated hereby have been duly authorized by all requisite action on your part. This Agreement has been duly executed and delivered by you, and (assuming due authorization, execution and delivery by Covestor) this Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms;

(ii) The execution, delivery and performance of this Agreement by you does not and will not (A) violate, conflict with or result in the breach of your certificate of incorporation or bylaws (or similar organizational documents), if you are not an individual, (B) conflict with or violate any contract, agreement, intellectual property right, law, rule, regulation or order applicable to you;

(iii) You will not intentionally or negligently at any time act in contravention of the **Trading Rules** set forth in Appendix A;

(iv) The representations and acknowledgments set forth on Appendix B (the “**Disclosure Statement**”) are true, correct and complete in all material respects for the duration of this Agreement;

(v) You will not at any time act in contravention of the code of conduct set forth on

## Appendix C (the “Code of Conduct”);

(vi) You will adhere to the standards laid out in Appendix G (“**Standards Applicable to Your Pre-Covestor Trading Data**”) in submitting any performance data to Covestor;

(vii) You acknowledge that committing one or a combination of Portfolio Manager Violations set forth in Appendix D (“**Portfolio Manager Violations – Trading Platform**”) may result in termination of this Agreement and your participation on the Covestor platform at Covestor’s sole discretion;

(viii) You agree that you and your agents and representatives will reasonably cooperate with Covestor, its agents and representatives, and any governmental agency or regulatory body in connection with any audit or investigation, including without limitation, (i) furnishing information and data, (ii) responding to interrogatories and (iii) being available for depositions;

(ix) You acknowledge that Covestor reserves the right not to disclose to you the identity of its Clients or Users, whether or not such Clients or Users use or otherwise benefit from Covestor’s use of your Data;

(x) You acknowledge that, by providing Data to Covestor in the manner set forth in this Agreement, you are not acting as an investment advisor, manager, or subadvisor to Covestor’s Clients or Users;

(xi) Covestor understands that you may serve as investment manager for other clients and will continue to do so. Covestor also understands that you, your personnel and affiliates (“Affiliated Persons”) may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from the Data or actions taken by Covestor for its Clients based on the Data. You are not

obligated to buy, sell or recommend for Covestor Clients any security or other investment that you or your Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. You may, subject to the **Code of Conduct** in Appendix C, trade in securities for your other client accounts at IB or other brokers independently of your trades in the same securities for the Account. But you may not buy or sell securities in any of your proprietary or personal accounts using the strategy in the Account before buying or selling those same securities in your Account.

(xii) None of you, your Affiliated Persons nor any of your or their respective directors, officers or beneficial owners of five (5%) percent or more of any class of any of your or their respective securities:

(A) has filed a registration statement which is the subject of any pending proceeding or examination under Section 8 of the Securities Act of 1933, as amended (the “**Securities Act**”) or is the subject of any refusal order or stop order thereunder or entered pursuant to the law of any state or any foreign jurisdiction;

(B) has been convicted of any felony or misdemeanor involving the offer, purchase or sale of any security or commodity or in connection with the making of any false filing with the Securities Exchange Commission (the “**SEC**”) or any state or foreign securities administrator, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer or investment adviser, or of any felony or misdemeanor involving fraud as an essential element, deceit or intentional wrongdoing, including, but not limited to, forgery, embezzlement, obtaining money under false pretense, larceny or conspiracy to defraud or of any crime involving moral turpitude or which is designed to protect consumers against unlawful or deceptive practices;

(C) has been the subject of any administrative order or judgment entered in any state by that state's securities commission or administrator or issued by the SEC within five years prior to the filing of a claim of exemption or has been the subject of any administrative order or judgment in any state in which fraud, deceit, or intentional wrongdoing was found;

(D) is currently subject to any administrative order or judgment in any state or issued by the SEC which prohibits the use of any exemption from registration in connection with the offer, purchase or sale of securities;

(E) is subject to any order, judgment or decree of any court of competent jurisdiction or any state, or federal or foreign administrative order or judgment temporarily or preliminarily restraining or enjoining, or is subject to any order, judgment or decree of any court of competent jurisdiction, permanently restraining or enjoining such person from engaging in or continuing any conduct or practice in connection with the offer, purchase or sale of any security or commodity or involving the making of any false filing with the SEC or any state or foreign securities administrator or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer or investment adviser or which restrains or enjoins such person from activities subject to federal or state statutes designed to protect consumers against unlawful or deceptive practices;

(F) is subject to any proceeding under Section 230.262 or any similar rule adopted under Section 3(b) of the Securities Act, or to any order entered thereunder;

(G) is subject to a United States Postal Service false representation order entered under Section 3005 of title 39, United States Code, or is subject to a restraining order

or preliminary injunction entered under Section 3007 of title 39, United States Code, with respect to conduct alleged to have violated Section 3005 of title 39, United States Code;

(H) is subject to an order of the SEC entered pursuant to Section 15(b), 15B(a), or 15B(c) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"); or is subject to any order of the SEC entered pursuant to Section 203(e) or (f) of the Act;

(I) is suspended or expelled from membership in, or suspended or barred from association with a member of, an exchange registered as a national securities exchange pursuant to Section 6 of the Exchange Act or an association under Section 15A of the Exchange Act; or

(J) is subject to any state, or federal or foreign administrative order or judgment (1) in which fraud or deceit was found or (2) which has the effect of enjoining such person from activities subject to federal, or state or foreign statutes designed to protect investors or consumers against unlawful or deceptive practices;

(xi) You acknowledge that Covestor has the right to impose certain platform participation criteria (e.g., AUM, extent of personal funds invested in the strategy, non-front-running certifications) before allowing you to offer a portfolio on the Covestor platform; and

(xii) The foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time any event shall occur which could make any of the foregoing incomplete or inaccurate, you shall promptly notify Covestor of the occurrence of such event.

b. Covestor represents and warrants to you that:

(i) The execution and delivery of this Agreement by Covestor, the performance by Covestor of its obligations hereunder and the consummation by Covestor of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Covestor. This Agreement has been duly executed and delivered by Covestor, and (assuming due authorization, execution and delivery by you) this Agreement constitutes the legal, valid and binding obligation of Covestor, enforceable against Covestor in accordance with its terms;

(ii) The execution, delivery and performance of this Agreement by Covestor does not and will not (A) violate, conflict with or result in the breach of Covestor's memorandum and articles of association (or similar organizational documents) or (B) conflict with or violate any contract, agreement, law, rule, regulation or order applicable to Covestor; and

(iii) Covestor hereby waives any and all rights granted under Sections 4.a. – d. of the Interactive Brokers Discretionary Trading Authorization Agreement for Advisor and Request to Send Trade Confirmations and Account Statements to Advisor, which authorize Covestor to, among other things, execute transactions, engage sub-advisers, transfer funds and securities or otherwise instruct Interactive Brokers to take certain actions with regard to your account(s).

## 5. Confidential Information.

a. “**Confidential Information**” means (i) with respect to Covestor's information, (regardless of its form, manifestation or how it is known to you) the terms and conditions of this Agreement and information about certain matters which are confidential to Covestor and its affiliates and which information is the sole and exclusive property of Covestor, including, but not limited to, employees, suppliers,

partners, clients, accounts, plans, business performance and other proprietary information, and (ii) with respect to you, the information disclosed in this Agreement, excluding the Data, and any other information furnished to us by you and designated confidential by you in writing.

b. Confidential Information shall not include information which the receiving party can show (i) was in its possession at the time of disclosure; (ii) prior to or after the time of disclosure became publicly known other than as a result of a breach of a duty of confidentiality due the disclosing party or its affiliates; (iii) was disclosed to the receiving party by a third person under no legal obligation to maintain the confidentiality of such information or (iv) was independently developed by the receiving party without reliance on any confidential disclosures of the disclosing party or its affiliates, as demonstrated by documentary evidence.

c. The receiving party acknowledges that the Confidential Information is of a sensitive nature and, therefore, agrees to at all times during the term of this Agreement and thereafter, hold all Confidential Information in strictest confidence and not to use or disclose the Confidential Information for any purpose whatsoever other than as required to perform under this Agreement except as may be required by law, rule or regulation or by the order or demand of a court or government agency or authority. The receiving party agrees not to duplicate all or any part of the Confidential Information, except as necessarily incidental to its performance under this Agreement. The receiving party agrees to take all reasonable measures to protect against the unauthorized disclosure or use of the Confidential Information. Any executed version of this Agreement may, in the ordinary course of business, be shared by either party with its counsel, auditors and other parties who are either under a legal duty to maintain its confidentiality or have agreed in writing to the terms of this Section 5.

## 6. Audit Rights.

a. Covestor shall have the right to conduct or have conducted on its behalf an audit of you to ensure compliance with Sections 4(a)(iv), 4(a)(v) and 4(a)(vi). You agree to provide, within fifteen (15) business days of a written request any books, records and/or other information or data reasonably requested by Covestor, including, without limitation, brokerage account statements, trading or investment data, registration-related documentation, and historical performance data, for purposes of conducting such an audit. Any auditor performing such an audit shall be required, as a condition of performing such audit, to enter into a reasonable and customary agreement not to disclose your confidential information.

b. You hereby consent to Covestor performing or having performed on its behalf audits of your and your affiliates' backgrounds, including without limitation, criminal, reference and credit checks, as well as employment history and educational record.

c. Once per calendar year, you have the right, upon thirty (30) days written notice and during normal business hours in a manner designed not to disturb Covestor's operations, to have a mutually agreed-upon third-party audit of Covestor's calculation of the Fees paid and/or owed to you. Covestor shall provide the books and records reasonably necessary for such purpose. If the audit concludes that such calculations resulted in an underpayment of Fees to you in an amount greater than five percent (5%) of the amount of Fees actually earned, Covestor shall bear the reasonable fees and expenses of such audit, including reasonable attorneys' fees and expenses; otherwise, you shall bear such fees and expenses. The results of such audit shall be treated as Confidential Information hereunder. Any auditor performing such an audit shall be

required, as a condition of performing such audit, to enter into a reasonable and customary non-disclosure agreement in favor of Covestor.

## 7. Non-Solicitation.

Without the prior written consent of Covestor, during the term of this Agreement and for twenty-four (24) months thereafter, you agree not to knowingly or negligently, directly or indirectly, alone or as a partner, officer, director, principal, employee, member or stockholder of any entity, solicit any Client or User, or any person or entity that was a Client or User of Covestor at any time during the term of this Agreement, to use the services of anyone other than Covestor for investment advisory or investment and/or wealth management services.

## 8. Indemnification.

a. You shall indemnify and hold harmless, Covestor, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and controlling persons (the "**Indemnified Parties**") from all losses, claims, settlements, damages, charges, liabilities, costs or expenses (including attorneys fees) arising from, related to or otherwise connected with any breach by you of any provision of this Agreement, or a violation by you of the Code of Conduct, any applicable law, rule or regulation, provided that the loss, claim, settlement, damage, charge, liability, cost or expense did not arise out of negligence, fraud or willful misconduct on the part of Covestor.

b. Covestor shall indemnify and hold harmless you, and your affiliates, successors and assigns, directors, officers, employees and controlling persons (the "**Indemnified Parties**") from all losses, claims, settlements, damages, charges, liabilities, costs or expenses (including attorneys fees) arising from, related to or otherwise connected with any breach by Covestor of any provision of this Agreement or a violation by Covestor of any applicable law, rule or

regulation, provided that the loss, claim, settlement, damage, charge, liability, cost or expense did not arise out of negligence, fraud or willful misconduct on your part.

c. Promptly after receipt by an Indemnified Party under this Section 8 of notice of any claim or dispute or commencement of any action or litigation, such Indemnified Party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party of the commencement thereof; but the omission to notify the indemnifying party will not relieve it from any liability which it may have to any Indemnified Party otherwise than under this Section 8 except to the extent, if any, that such failure or delay prejudiced the other party in defending against the claim.

In case any such claim, dispute, action or litigation is brought or asserted against any Indemnified Party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof, with counsel specially approved in writing by such Indemnified Party, such approval not to be unreasonably withheld, following notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof; in which event, the indemnifying party shall continue to be liable to the Indemnified Party as heretofore set forth in this Section 8.

Notwithstanding any other provisions of this Section 8, if, in any claim, dispute, action or litigation as to which indemnity is or may be available, any Indemnified Party reasonably determines that its interests are or may be, in whole or in part, adverse to the interests of the indemnifying party, the Indemnified Party may retain its own counsel at its own expense in connection with investigating or defending such claim, dispute, action or litigation.

Notwithstanding any other provisions of this Section 8, in any claim, dispute, action or litigation as to which indemnity is or may be available, the Indemnified Party shall not have any right to indemnification hereunder for any settlement entered into by the Indemnified Party without the indemnifying party's prior written consent.

**9. Disclaimer of Warranty and Limitations on Liability.**

**a. YOU ACCEPT COVESTOR'S PLATFORM AND SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. COVESTOR SHALL NOT BE LIABLE TO YOU BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF COVESTOR'S SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY FORCE MAJEURE, HARDWARE OR SOFTWARE MALFUNCTION. YOU RECOGNIZE THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF COVESTOR'S SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY COVESTOR FOR PURPOSES OF SERVICING COVESTOR'S SYSTEM.**

b. Neither party shall be liable to the other party for any punitive, special, consequential, incidental, indirect or exemplary damages (including loss of revenue or anticipated profits,

lost business or lost data) related to this Agreement, even if that party has been advised of the possibility of such damages or losses.

## 10. Responsibility for Trade Errors.

Trade errors may occur either when you trade your Account for which you provide Data to Covestor or when Covestor executes trades for Covestor Clients subscribing to your Data.

To ensure pricing and execution fairness and prevent potential front-running by Portfolio Managers, Covestor places your trade order and the corresponding amounts to be routed for Clients following you in a single order. Covestor then allocates the executed shares to your Account and subscribing Clients' accounts on a pro rata basis, i.e., at the same average price per share with transaction costs shared equally.

Generally, you will be responsible for trade errors in the following circumstances:

- You purchased or sold the wrong security or the wrong amount of securities in your Portfolio;
- You purchased or sold securities in the wrong account;
- You traded in your Portfolio outside IB's online trading platform preventing Covestor from seeing the trades it needed to replicate into Client Accounts using its co-trading technology; or
- You withdrew or deposited cash into your account without providing Covestor with the 7-day advance notice required by the **Trading Rules** set forth in Appendix A, which prevented Covestor from properly mirroring your trade into Client accounts.

Generally, you will not be responsible for trade errors in the following circumstances:

- Execution errors made by any broker-dealers, clearing firms, or custodians

when an order was properly submitted for execution; and

- Unwarranted delays in trade replication for clients due to a failure in Covestor's co-trading technology.

You agree to reimburse Covestor for all Client losses caused by your errors in your trading, including commissions or fees associated with reversal of erroneous trades in Client accounts subscribing to your Data.

You agree to notify Covestor immediately in writing if you think that a trade error occurred in your Account.

Covestor will in good faith determine whether a trade error for which Covestor Clients should receive compensation was caused by you or Covestor. When a trade error for which you are responsible occurs, Covestor will provide you with details regarding the error so that you may assist us in determining whether compensation should be provided to Covestor Clients subscribing to your Data. Failure to cooperate with Covestor in any inquiry regarding a trade error will be deemed a Portfolio Manager Violation within the meaning of Appendix D.

Pursuant to this Section and Section 8, you will indemnify Covestor for your trade errors that cause monetary harm to Covestor Clients.

You agree, upon your discovery or upon notice, to promptly return to Covestor any assets or funds erroneously placed by IB or Covestor in your Account in connection with any of the trades in your Account.

## 11. Termination and Effect of Termination.

a. Covestor may terminate this Agreement, for any reason or for no reason, upon thirty (30) days' prior written notice to you.

b. You may terminate this Agreement for any reason or for no reason upon thirty (30)

days' prior written notice to Covestor. The accrual of Fees shall cease immediately upon termination of this Agreement.

c. Upon termination of this Agreement, or earlier upon Covestor's request, you shall immediately deliver over to Covestor (and will not keep, recreate or deliver to any other person) all Confidential Information, intellectual property and other property of Covestor, together with all copies thereof, in whatever medium recorded that you may have within your possession or control, delete same from all electronic storage systems, and certify that you have done so. Any Confidential Information we may receive, if any, is subject to Section 2 above, and will not be returned.

d. You acknowledge that Covestor's sole obligation to you on termination with regard to the payment of Fees will be payment within ninety (90) days of termination, of those Fees, if any, due to you in accordance with the terms hereof.

e. You agree that the termination provisions herein, in terms of both notice and default events, are reasonable and that you will not contest same by way of wrongful termination proceedings or otherwise under any applicable laws.

## **12. Notice.**

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile, registered or certified mail (postage prepaid, return receipt requested) or email, or if to you, to the current email address on file with Covestor (or alternatively, mailing address or facsimile number), to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in

a notice given in accordance with this Section 12):

if to Covestor:

Mailing address:

175 Federal Street, Suite 825  
Boston, MA 02110  
Attention: Manager Relations

Email address:

managerrelations@covestor.com

if to you:

To the current email address, mailing address or facsimile number on file (i.e., most recently received from you by Covestor).

## **13. Survival.**

The provisions of Sections 2(a), 2(b), 5, 7, 8, 9, 11, 14, and 15 shall survive any termination of this Agreement.

## **14. Receipt of Disclosures.**

a. You acknowledge receipt of our **Privacy Policy Notice** (Appendix E) and a copy of our written disclosure statement as set forth in the Informational Brochure (Uniform Application for Investment Adviser Registration) or another document meeting the disclosure requirements of the Act.

## **15. General.**

a. You hereby agree and acknowledge that Covestor shall have the right, upon thirty (30) days prior notice, to amend the terms and conditions of this Agreement, without taking any further action; provided, that you do not object in writing to Covestor prior to the expiration of such thirty (30) day period. By continuing to provide Data beyond such thirty (30) day period without objection, you shall be deemed to have expressly agreed to the amendments set forth in such notice. Such

notice shall be dated and effective when emailed to you. Any change to the Fees shall be effective only if (i) such change is within the parameters set forth on Appendix F or (ii) you are given (30) days prior written notice, and you do not object in writing to Covestor prior to the expiration of such thirty (30) day period.

b. All brokerage transactions under this Agreement will occur through Interactive Brokers, an affiliate of Covestor. Covestor does not offer services through any other broker-dealer. The use of an affiliate for brokerage services may represent a conflict of interest. You acknowledge that Covestor is affiliated with Interactive Brokers, a registered broker-dealer, and expressly authorize Covestor to execute transactions through Interactive Brokers, consistent with Covestor's duty of best execution.

c. You acknowledge that we may establish procedures to mitigate the risk of you front-running Covestor's Clients, including:

(i) combining orders for the sale or purchase of a security by you with those of Covestor Clients that follow you;

(ii) placing the combined orders through Interactive Brokers in single or multiple trades; and

(iii) allocating the combined trades between you and Covestor accounts on a pro rata basis (*i.e.*, Covestor Clients and you will receive the same average price per share and transaction costs will be shared equally).

d. You acknowledge that the trades executed in your Account may be aggregated with trades for Covestor Clients following You and allocated proportionately. You acknowledge that the allocation process may affect the time priority of your order and the price or quantity executed.

e. Interactive Brokers will not intentionally designate your orders to trade with the orders of

Covestor affiliates engaged in proprietary trading, although your orders may still execute against the orders of Covestor affiliates and their customers on the open market. This may affect the timing, price and quantity of the execution you receive.

f. By signing this Agreement, you agree that your orders may be designated to trade against the orders of other Interactive Brokers customers, including but not limited to liquidity providers, either in Interactive Brokers' alternative trading system or on a public exchange through a facilitation/price improvement procedure. (These liquidity providers may offer prices better than would otherwise be available). Interactive Brokers will act as broker for and receive commissions from both parties to these transactions. You may revoke your written consent to such transactions at any time by written notice to Covestor or Interactive Brokers.

g. This Agreement, including the appendices hereto and the Terms of Use incorporated herein, constitutes the entire agreement between Covestor and you concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written.

h. If any of the provisions of this Agreement shall be found to be illegal or unenforceable, this Agreement shall nevertheless remain in full force and effect, and such term or provision shall be construed as narrowly as required to render it legal and enforceable.

i. This Agreement and the rights granted hereunder shall not be assigned, encumbered or otherwise transferred by you without the prior written consent of Covestor. This Agreement and the rights granted hereunder may be freely assigned or transferred by Covestor.

j. No party's rights to enforce any

provision of this Agreement shall be affected by any prior course of dealing, waiver, delay, omission or forbearance.

k. The insertion of headings is for convenient reference only and is not to affect the interpretation of the Agreement.

l. Each party to this Agreement agrees to do such things, attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with its true intent.

m. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

n. Nothing contained herein shall constitute or be construed as the creation of any partnership, agency or joint venture relationship between the parties hereto. Neither party shall have the right to obligate or bind the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons. The relationship of the parties shall be as independent contractors. You agree and acknowledge that you are solely responsible for the payment of any taxes payable by you or levied on you as a result of your activities hereunder.

## **16. Governing Law and Jurisdiction.**

a. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any Massachusetts federal court sitting in the City of Boston; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall

be heard and determined exclusively in any Massachusetts state court sitting in Suffolk County. Consistent with the preceding sentence, the parties hereto hereby (i) submit to the exclusive jurisdiction of any federal or state court sitting in the Commonwealth of Massachusetts for the purpose of any action arising out of or relating to this Agreement brought by either party hereto and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above named courts.

(This space is intentionally left blank)

b. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16(b).

AGREED TO AND ACKNOWLEDGED

AS OF \_\_\_\_\_, 20\_\_:

BY: PORTFOLIO MANAGER

BY: COVESTOR, LTD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name:

Name:

Social Security / TIN:

Title:

Address:

## APPENDIX A: Trading Rules

Account Rules	
Portfolio managers maintain their designated brokerage account in good standing with Interactive Brokers LLC and grant Covestor access to the designated account for the purposes of monitoring daily trading activity and utilizing that activity as the basis for establishing and maintaining an accurate record of their strategy within Covestor. Non-compliance with these Account Rules may result in the manager being liable for trading costs incurred by subscribers and/or termination of the manager's agreement with Covestor, at Covestor's sole discretion.	
Account Type	Managers can choose any account type at IB (Cash, Reg-T Margin or Portfolio Margin). Clients must have the same or greater margin availability to invest, therefore choosing a higher margin account may limit client investments.
Account Option Trading Permission	Managers should only have account option trading permission (Limited or Full) if they are using options as an integral part of the strategy. Clients must have the same or greater option trading permission to invest.
Deposits / Withdrawals / Transfers	Managers should not withdraw more than 50% of portfolio cash in any one month or any more than two cash withdrawals in a month since any withdrawal would instigate a large number of Client trades. Manager must provide 7 days' notice and work with Covestor to avoid adverse impact for Clients.
Corporate Actions	For all voluntary corporate action elections, managers are required to make election in their IB account 3 days prior to the corporate action deadline, then notify Covestor immediately after making the election.

	Portfolio Risk Score				
Trading Rules	1	2	3	4	5
Security type	US Equities, ADRs, REITS, Closed-End Funds, Preference shares and ETFs				
Market cap minimum	Securities < \$50m blocked (All ETFs allowed)				
Liquidity minimum	Securities < \$100k ADV blocked (All ETFs allowed)				
Leveraged / Inverse ETFs	Blocked		Leveraged and Inverse allowed		
Margin	Up to 1x leverage ratio		Broker limits		
Shorting	Long-only		Long-short		
Trade Time	Regular market opening hours only				

Security type	US equity options on eligible underlying securities & Index options*		
Options strategies	Blocked	Limited**	Any

\* Options should only be used when an integral part of the strategy. Portfolios trading options will only available to Clients with option trading permissions.

\*\* For an options strategy to be risk score 3, the manager must have 'Limited' options permission set on the account at Interactive Brokers (IB) and meet other risk requirements of a risk score 3 portfolio. 'Limited' options permission allows certain specific covered and spread strategies as defined by IB.

**Covestor combines these trading rules with risk metrics and other information to determine portfolio risk score. For example, portfolios that meet the trading rule requirements for risk score 1 or 2 could still be deemed a risk score 3, 4 or 5 if volatility or VaR is sufficiently high.**

## Trade Errors

Upon the occurrence of a trade error caused by you, you will be provided with details regarding the error in order to assist us in determining whether subscriber compensation is merited. Failure to cooperate in any inquiry may be deemed a Manager Violation. A trade error is defined as a deviation from the applicable standard of care in the placement, execution, or settlement of a trade for a portfolio. In general, the following types of errors would be considered trading errors for the purposes of this Agreement:

- The purchase or sale of the wrong security or wrong amount of securities;
- The purchase or sale of a security in the wrong account.

For purposes of this Agreement, the following types of errors are not deemed to be trading errors:

- Good faith errors in judgment in making investment decisions for portfolios;
- Errors caught and corrected before execution;
- Ticket re-writes and similar mistakes that incorrectly describe properly executed trades; and
- Errors made by persons other than you (e.g. broker-dealers).

Covestor is responsible for trade errors that occur during the replication of portfolio trades.

## APPENDIX B: Disclosure Statement

You agree that the following representations are true and complete in all respects:

1. You represent that you or your legal counsel have examined applicable U.S. and federal laws and regulations, and/or the laws and regulations in the countries where you operate, to determine whether you are required to be registered or licensed with appropriate regulatory authorities to provide investment advice and to direct trades in customer accounts in connection with the business you conduct on the Covestor platform and outside this platform. You are solely responsible for determining whether you and/or your employees are required to be registered or licensed with appropriate regulatory authorities and complying with any registration requirements. Covestor specifically disclaims any responsibility for determining the registration requirements applicable to you or your employees.
2. You certify that, if you are required to be registered or licensed, you are so registered or licensed and will remain so during the duration of this Agreement. If you determined that you are not required to be registered or licensed, you certify that this determination has been made in good faith based on all facts and circumstances known to you.
3. If you are a Registered Investment Advisor under the 1940 Investment Advisers Act, or under the laws of any applicable state regulatory authority, you represent that:
  - a) You are in good standing;
  - b) You have provided Covestor with a copy of your current Form ADV Parts 2A and 2B as of the most recent Effective Date; and
  - c) You and any access persons of yours are compliant with all applicable regulatory requirements.
4. If you are not a Registered Investment Advisor under section 3 above, you certify that you meet all the requirements of an available exclusion or exemption from registration under the laws of the applicable jurisdiction(s), such as the Securities and Exchange Commission or applicable state regulatory authorities.
5. You will provide prompt written notice to Covestor of any change in your registration or regulatory status or any information you provided to Covestor regarding your registration status, including but not limited to any lapse in registration or licensing, or any change or any suspension or bar or other adverse regulatory action affecting you and/or your employees. If you are currently exempt from applicable registration or licensing requirements under section 4 above, you will immediately notify Covestor if you cease to be eligible for such exemption.
6. You represent that you are now, and will remain at all times during the duration of this Agreement, in material compliance with all applicable laws and regulations in connection with the activities contemplated by this Agreement.

## APPENDIX C: Code of Conduct

You agree to comply at all times with all the following Code of Conduct provisions. You also agree that Covestor has no responsibility for investigating your compliance with these duties and cannot be held liable for your failure to abide by them.

### Communications

You may communicate your relationship with Covestor on your own marketing materials, website, blog or elsewhere once Covestor has notified you that this is permitted, providing that you adhere to the following rules:

#### 1) Relating to your relationship with Covestor

- a) You license real-time data to Covestor and you clearly describe your relationship with Covestor as such. You describe yourself as a “publisher,” “data provider” or “portfolio manager” and explain that you share your trading data with Covestor who is a Registered Investment Advisor that uses your Data to create portfolios for its Clients. You do not describe your relationship with Covestor as a “fund manager,” “investment advisor,” “money manager,” “subadvisor” or any terms that imply that Covestor and you have a regulated advisory, employee, representative, joint venture or any other relationship.
- b) Covestor will provide you with: descriptions of Covestor, trademarks and logos to use. Any other descriptive reference to Covestor in your marketing materials must be approved in advance by Covestor.

#### 2) Relating to your Data or resulting performance

- a) When commenting on your own Data:
  - i) You do not provide any personalized investment advice including:
    - (1) Not answering questions individually directed to you by Covestor’s Clients or Users;
    - (2) Not directly contacting any of Covestor’s Clients or Users; or
    - (3) Not commenting on any other person’s Data.
  - ii) You make no false or misleading statements to manipulate the price of a security.
  - iii) You make no guarantee, directly or indirectly, of changes in the values of securities.
- b) You limit any reference to your investment performance to data and statistics Covestor will provide to you relating to the performance of the investment account, and you make no claims about past or expected performance of this account.

#### 3) Relating to Covestor’s investment management service

- a) You do not disclose anything relating to how the Covestor service works operationally, including staffing, systems and processes.

- b) You do not disclose the scope of the beta or any other of Covestor's plans that may be communicated with you to fulfill your obligations under this Agreement.

## Trading

### 4) Relating to insider information and front-running

- a) You, your personnel or Affiliated Persons do not trade in securities in which you possess any material nonpublic information.
- b) You, your personnel or Affiliated Persons will not use your knowledge of the timing of the release of your Data or the fact that the release of your Data will prompt trades in Covestor Client accounts to front-run Covestor Clients or to otherwise improve your position in the ownership of securities or futures or move the price of any securities or futures.
- c) Trades in your IB brokerage account for which Data is released to Covestor will be reported, monitored and reviewed under your Code of Ethics provisions.
- d) On an annual basis, your Chief Compliance Officer or another senior officer will provide a certification to Covestor that your internal reviews of Code of Ethics reports and other information did not indicate any instances of front-running in connection with trades placed at Covestor as laid out in section 4(b) above.
- e) You will promptly notify Covestor in writing of any instances of front-running of trades placed at Covestor within 5 business days of discovering any such front-running pursuant to any internal reviews conducted in accordance with the provisions of paragraph 4(c) above.
- f) Subject to Section 8 of this Agreement, you will indemnify Covestor for all costs and expenses associated with defending any legal actions, civil or otherwise, or enforcement proceedings filed against Covestor related to confirmed or proven allegations that you, your personnel or Affiliated Persons engaged in the front-running of trades placed through Covestor.
- g) You understand and acknowledge that it is your responsibility to adhere to these provisions and that Covestor does not have first-hand knowledge of you, your personnel or Affiliated Persons' use of insider information, front-running activities, or Code of Ethics compliance.

## Notifications

### 5) Relating to this Agreement

- a) You immediately notify Covestor of any breaches to your representations and warranties, including any material changes to the information contained in Appendix B.

### 6) Relating to communications

- a) You copy Covestor on all marketing communications of your own relating to this Agreement.
- b) You direct all inbound communication and requests relating to Covestor's investment management services to us.
- c) You inform Covestor Press office at [press@covestor.com](mailto:press@covestor.com) of any direct requests from the press relating to your Data or relationship with Covestor.

## Cooperation

- 7) Relating to verification
  - a) You fully cooperate with reasonable efforts by Covestor to evaluate your performance under this Agreement, including the accuracy and completeness of your representations and warranties.

**APPENDIX D: Portfolio Manager Violations – Trading Platform**

<b>List of Violations</b>	<b>Category</b>
<b>Front-running</b>	<b>Compliance</b>
<b>Incomplete Form ADV or other registration filing</b>	<b>Compliance</b>
<b>Insider Trading</b>	<b>Compliance</b>
<b>Direct engagement with Covestor Clients</b>	<b>Legal</b>
<b>Unresponsive: Lack of response to Covestor inquiries/requests (trading/account-related, e.g., trade errors)</b>	<b>Engagement</b>
<b>Deviation: Material change of investment strategy</b>	<b>Investment Change</b>
<b>Deviation: Day-trading when Portfolio Manager represented to Covestor that Portfolio Manager would not be doing any day trading in the portfolio (1 day trade is enough)</b>	<b>Investment Change</b>
<b>Deviation: Shorting when Portfolio Manager represented to Covestor that Portfolio Manager would not short</b>	<b>Investment Change</b>
<b>Deviation: Using leverage when Portfolio Manager represented to Covestor that Portfolio Manager would not use leverage</b>	<b>Investment Change</b>
<b>Deviation: Investing in security types other than those Portfolio Manager represented to Covestor</b>	<b>Investment Policy</b>
<b>Investing outside the trading rules regarding average daily volume of securities defined in Appendix A</b>	<b>Investment Policy</b>
<b>Investing: Increasing permissions (margin) in IB account without notice</b>	<b>Investment Policy</b>
<b>Removal of funds from IB account without notice</b>	<b>Engagement</b>
<b>Too frequent deposit/withdrawals of cash per month</b>	<b>Engagement</b>

## APPENDIX E: Privacy Notice

Covestor has adopted this policy recognizing that protecting the privacy and security of the personal information we obtain about our members, clients and publishers is an important responsibility. We also know that you expect us to service you in an accurate and efficient manner. To do so, we must collect and maintain certain personal information about you.

This policy outlines the types of information we collect about you and how we use and safeguard that information. If you have any questions or concerns regarding this statement, you should contact Customer Services.

### 1. What Information We Collect

- a. When you sign up to become a member of Covestor, we collect certain non-public personal information about you (such as your name, address, social security number, email addresses, telephone numbers and personal, financial and investment status etc.) from information that you provide on applications or other forms as well as communications (electronic, telephone, written or in person) with you or your authorized representatives (such as your attorney, accountant, etc.).
- b. We also collect information about your brokerage accounts and transactions (such as account numbers, additions/withdrawals, purchases, sales, account balances, inquiries, etc.).

### 2. Information Collected From All Visitors

We collect two types of information from our users. The first is information that users provide through optional, voluntary submissions such as opening an account or requests to receive information from Covestor. The second is information that we gather through aggregated tracking information derived while you are browsing the covestor.com website. Anonymous information will be gathered in our computer system log files to allow us to better tailor our content to readers' needs, help us better understand the demographics of our audience and improve our products. Under no circumstances do we divulge any information about an individual user to a third party.

### 3. What Information We Disclose

- a. We do not disclose the non-public personal information we collect about our Clients and Publishers to anyone except:
  - i. in furtherance of our business relationship with them and then only to those persons necessary to effect the transactions and provide the services that they authorize (such as broker-dealers, custodians, independent managers etc.);
  - ii. to persons assessing our compliance with industry standards (e.g. professional licensing authorities, etc.);
  - iii. our attorneys, accountants, and auditors or as otherwise required by our regulators, tax authorities, government agencies and other third parties by law;
  - iv. to third parties in certain circumstances (such as third parties that perform administrative or marketing services on our behalf or for joint marketing programs). These third parties are prohibited to use or share the information for any other purpose.

- b. If you decide at some point to either terminate our services or become an inactive Client or Publisher, we will continue to adhere to our privacy policy, as may be amended from time to time.

#### **4. Security of Your Information**

- a. We restrict access to your non-public personal information to those employees who need to know that information to service your account.
- b. We maintain physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect your non-public personal information.
- c. The entire Covestor.com website uses secure socket layer technology (SSL) so that information displayed and submitted by you is always encrypted. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

#### **5. Communications**

- a. We will send you communications related to the servicing of your account when necessary to do so. These include but are not restricted to client take-on instructions and order confirmations.
- b. We will send you service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email.
- c. You may not opt out of account servicing or service-related announcements, which are not promotional in nature.
- d. We will send you occasional emails updating you about our service. You may unsubscribe from these at any time.

#### **6. Web Site Usage**

- a. When you visit our website, we use “cookies” or other similar web tools to enhance the user experience. These tools enable us to maintain your web session while you browse the site as well as helping us provide you with a better, more personalized experience. Our cookies do not contain any personally identifiable information.
- b. Covestor automatically receives and records information on our server logs from your browser including your IP address, Covestor cookie information and the pages you request. We use this information to improve the functionality and usability of our services. Our log files are not tied to personally identifiable information.

#### **7. Amending Your Account Information**

- a. We are committed to keeping accurate and up-to-date records to help ensure the integrity of the services we offer. If you identify an inaccuracy, or need to make a change to it, please either update the information if you are able directly on our website or alternatively contact Client Services.
- b. Covestor has the right to edit, remove or add any information at any time at its sole discretion.

#### **8. Changes to our Privacy Policy or Relationship with You**

- a. Our policy about obtaining and disclosing information may change from time to time.



Covestor Limited  
175 Federal Street  
Boston, MA 02110

We will provide you notice of any material change to this policy before we implement the change.

## APPENDIX F: Fees

Covestor will pay you Fees for the Data as follows:

### 1. Fees

- a. Covestor charges its Clients management fees, including annual management fees based on a percentage of the market value of the Client assets and, where applicable, performance-based fees (collectively “Client Fees”).
- b. Covestor will pay you the applicable annual management fees on assets subscribed by Covestor Clients to your Data (ranging between 0.25% and 1.50% of the gross market value of each Covestor Client account subscribing to the data) received from all Covestor Clients subscribing to your Data minus 0.25%, which is retained by Covestor.
- c. Where applicable, Covestor will pay you the applicable performance fee rate (which may range between 2% and 12%) minus 2%, which is retained by Covestor. Performance fees are calculated at the client subscription level on positive performance that exceeds the management fee. The calculation may include a high water mark and/or hurdle rate.
- d. Covestor may increase or decrease the fees it pays you for the Data on 60 days’ written notice to you.
- e. The fee level Covestor charges Clients for your Data (“Client Fee Level”) will be initially agreed with you.
- f. Covestor may increase, decrease or otherwise change the Client Fee Level at its sole discretion. In the event that Covestor chooses to change the Client Fee Level, you will be notified, and the new fee level will be visible on your portfolio page on Covestor.com. In the event that you wish to object to the new level, please inform Covestor within 30 days of receiving the notice and the Client Fee Level will return to the level immediately prior to that change.
- g. Multi-Manager Portfolios or MMPs. Where an MMP is created by co-mingling your Data in whole or part with other portfolio managers’ Data, for every subscription to the derivative portfolio: (i) Covestor shall have the right to set the Client Fee Level at its sole discretion and (ii) Covestor shall pay you Fees based on the proportion of the overall AUM in the portfolio attributable to you, calculated on a daily basis, and the management fee corresponding to your Portfolio.

### 2. Payment terms

- a. Payment will be made quarterly in arrears by the 30th day following the end of the quarter.
- b. Payment will be made electronically according to your instructions or by check in USD sent to the current address that Covestor has for you on file.

- c. At the time of payment, Covestor will provide you with a daily balance of Client Covestor assets subscribing to your Data as of the close of the quarter. The document will not contain account names or account numbers.

### **3. Discounted or free subscriptions**

- a. Trial Subscription. Covestor offers the investing public the option of trying out the Covestor platform without any financial obligation. Covestor trial accounts are \$100,000 virtual dollar accounts that simulate the functionality of an actual Client account and track virtual performance for 30 days at no cost or obligation to the user. Covestor does not charge any fees to users with trial accounts. Whenever a user signs up for a Covestor trial account and therefore does not provide any compensation to Covestor, Covestor shall not pay you any fees.

## **APPENDIX G: Standards Applicable to Your Pre-Covestor Trading Data**

As set forth in Section 1 of this Agreement, the Data you provide to Covestor may include historical performance data, which may be: (a) trade, portfolio valuation, fees or performance data from the inception of your Account with Interactive Brokers (or any other Interactive Brokers account(s) you managed) to the date of this Agreement, (b) trade portfolio valuation, fees or performance data from any other brokerage account in which you managed your strategy prior to opening the Account or any account at IB, or (c) a combination of both IB and non-IB account trade data. You must be the legal owner of the Data.

The standards set forth below will apply to any historical performance data you provide to Covestor during the duration of this Agreement.

Any historical performance data you provide must be based on the performance of all client, proprietary and personal accounts you managed that were invested in the strategy proposed for the Covestor platform during the applicable time period. You must provide Covestor with information on the assets managed, and the fees and commissions charged to each account. You must also specify whether these fees and commissions were deducted from the returns supplied to Covestor. You must also provide Covestor with details on the calculation methodology and assumptions used to generate the pre-Covestor historical performance proposed for display on the Covestor website. Covestor will calculate returns for an asset-weighted composite and present these returns on your portfolio manager page on covestor.com on a net basis by deducting the actual advisory fees charged to each account or the highest advisory fee you charged to client accounts invested in the strategy, or if you charged no fees to clients invested in the strategy, Covestor's current management (and, if applicable, performance-based fee) applicable to client subscriptions to your portfolio on the Covestor platform.

Covestor will generally accept any historical performance data you provide for the strategy on the Covestor platform provided that this information meets the following requirements and is independently and objectively verifiable and authenticable based on third-party records and/or verifications by being:

1. Global Investment Performance Standards (“GIPS”)-verified: Returns for the strategy must be prepared in accordance with GIPS standards of performance presentation and your GIPS measurement processes and procedures have been independently verified by a qualified and independent third-party verifier or auditor; or
2. Prepared and/or audited or attested by a reputable independent third-party auditing or accounting firm with experience in verifying investment performance or track record information; or
3. Exclusively based on trades executed through IB.

You acknowledge that your portfolio page on covestor.com will display historical performance data you provide to Covestor only if you are able to provide documentation supporting one of the three above requirements that Covestor deems satisfactory in its sole discretion:

1. For GIPS-verified historical performance information, you must provide Covestor with proof of the GIPS verification and certification (in the form of Appendix H) that your portfolio adheres to the strategy laid out in your GIPS track record and is accurate.
2. For audited track records, you must provide Covestor with proof of the third-party audit performed and certification (in the form of Appendix H) that your portfolio adheres to the strategy laid out in your audited track record and is accurate.
3. For IB track records, you must provide Covestor with information on the IB model or account(s) where you previously managed the same strategy and a certification (in the form of Appendix I) that you adhere to the strategy reflected in IB account valuation and net return data in managing your Covestor portfolio and the IB account data and Covestor's return calculations based on that data are accurate and adhere to the standards in Appendix G.

You acknowledge and agree that Covestor will not display any of your historical performance data that contains gap periods for which you do not or cannot provide any performance information.

## Appendix H – Historical Performance Information Certification

[Company Letterhead]  
[Date]  
[Publisher/Portfolio Manager Name]  
[Address]

Re: [Name of Proposed Portfolio]

Dear Covestor:

We have examined our historical performance for the strategy underlying the portfolio we propose to offer (the “Proposed Portfolio”) through the Covestor platform. Specifically, we reviewed our historical performance for the period \_\_\_\_\_ through \_\_\_\_\_.

We hereby certify that the historical performance calculations provided to Covestor were derived solely from the Proposed Portfolio, and are not derivative of or combined with the performance of any other strategy. We further certify that the strategy and investment process have remained broadly consistent since inception. If a single portfolio manager is integral to implementation of this strategy, then we certify that this individual has been the principal manager of the Proposed Portfolio since inception. We also certify that this historical performance information is based on the performance of all client, proprietary and personal accounts we managed in accordance with the strategy discussed above. We have provided Covestor with information on the fees and commissions charged to the accounts managed in accordance with the strategy (and whether these fees and commissions were deducted from the returns provided) and details on the calculation methodology used to calculate the historical performance provided.

We also certify that this historical performance information is accurate and adheres to the standards set forth by the Securities and Exchange Commission (“SEC”) for presenting performance information to prospective or current clients and all related record-keeping obligations. The performance numbers have been either:

1. Audited by a third-party auditing or accounting firm; or
2. GIPS-verified by a qualified and independent third-party verifier or auditor.

Please see the attached documentation supporting this historical performance information and containing information sought in Appendix G (“Standards Applicable to Your Pre-Covestor Trading Data”).

In accordance with Section 4 of the Portfolio Manager License Agreement, we will provide Covestor with all documentation underlying and supporting these historical performance calculations promptly upon receiving notice from Covestor that a regulator, such as the SEC, requested this information and documents.



Covestor Limited  
175 Federal Street  
Boston, MA 02110

Please direct any questions regarding the Proposed Portfolio to \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

By: \_\_\_\_\_  
[Title]

## Appendix I – Historical Performance Information Certification

[Company Letterhead]  
[Date]  
[Publisher/Portfolio Manager Name]  
[Address]

Re: [Name of Proposed Portfolio]

Dear Covestor:

We hereby certify that the historical performance for the strategy underlying the portfolio we propose to offer (the “Proposed Portfolio”) through the Covestor platform is derived solely from trades executed in the following IB accounts:

*[List here all IB accounts or the IB model account where the strategy was implemented]*

We certify that these accounts represent all client, proprietary and personal accounts we managed in accordance with the strategy discussed above. We further certify that the strategy and investment process have remained broadly consistent since inception. If a single portfolio manager is integral to implementation of this strategy, then we certify that this individual has been the principal manager of the Proposed Portfolio since inception. We have provided Covestor with information on the fees and commissions charged to the accounts managed in accordance with the strategy (and specified whether these fees and commissions were deducted from the returns Covestor has obtained from Interactive Brokers).

Covestor has obtained net performance and NAV records for all listed accounts and models from Interactive Brokers and has calculated a net composite return based on the fee and commissions information we and Interactive Brokers have provided. Covestor presented these performance calculations for our review with underlying details.

We have examined our historical performance for the strategy underlying the proposed portfolio as calculated by Covestor and certify that the historical performance from period \_\_\_\_\_ through \_\_\_\_\_ as represented in Interactive Brokers’ records and calculated by Covestor is accurate and adheres to the standards set forth in Appendix G (“**Standards Applicable to Your Pre-Covestor Trading Data**”).

Please direct any questions regarding the Proposed Portfolio to \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

By: \_\_\_\_\_  
[Title]