



Eko Investments Inc.

WRAP INVESTMENT ADVISORY
CONTRACT

-

Discretionary Investment Management
agreement

228 East 45th Street
Suite 9E
New York, NY
10017



The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Eko Investments Inc. (hereafter: Eko) on the following terms and conditions.

1. Appointment of Eko

Client hereby appoints Eko as investment adviser for the Account. Client agrees to promptly notify Eko in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide Eko with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

2. Services of Eko

By execution of this Agreement, Eko hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the electronic signature page, to provide the services indicated below:

- (a) Supervise and direct the investments of the Account in accordance with the investment objectives of Client
- (b) Appraise and review investments of the Account

It is understood and agreed that Eko, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

3. Authority (discretionary investment management)

Except as otherwise set forth in this Agreement, Client authorizes Eko to investigate, purchase, and sell on behalf of Client, various securities and investments. Eko is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

4. Client accounts

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit II hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes Eko to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.



5. Service to other clients

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit II hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes Eko to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

6. Inside information

Eko shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

7. Liability

Eko shall not be liable to the Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

8. Proxies

While currently Eko does not accept voting authority for client securities, it reserves the right to do so in the future. Until this time, clients will receive proxies directly from the issuer of the security or the custodian and clients should direct all proxy questions to the issuer of the security.

9. Fees

The compensation of Eko for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees found in Eko's ADV Part 2A. Clients shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

10. Valuation

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to Eko by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by Eko and Client to reflect its fair market value

11. Representations by Client

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to Eko such evidence of such



authority as Eko may reasonably require, whether by way of a certified corporate resolution or otherwise; Eko is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that Eko has furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain Eko. Client acknowledges that Client is a “named fiduciary” with respect to the control or management of the assets in the Account. Client will furnish promptly to Eko the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects Eko’s rights or obligations, then the amendment will be binding on Eko only when agreed to by Eko in writing. If the Account contains only a part of the assets of the plan, then Client understands that Eko will have no responsibility for the diversification of all of the plan’s investments and that Eko will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or other applicable law requires bonding with respect to the assets in the Account, then upon written request by Eko, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers Eko and affiliated persons of Eko.

12. Representations by Eko

By execution of this Agreement, Eko represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

13. Amendment; Termination

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party written notice.

14. Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to Eko at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.



15. Governing law

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

16. Exhibits

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Schedule of Fees

Exhibit II - Identification of Custodian

Exhibit III - Eko's privacy policy

17. Receipts

Client acknowledges receipt of Form ADV Parts 2A and 2B, Eko's Privacy Policy Statement, and Client Relationships Summary.

18. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from Eko. These items may include but are not limited to: all statements or reports produced by Eko; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that Eko chooses to provide on an ongoing or on an occasional basis. Client agrees to immediately notify Eko of any changes to Client's e-mail address shown below or other electronic delivery address.

19. Assignment

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall insure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

20. Confidential Relationship

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in Eko's Privacy Policy Statement.

21. Death or Disability

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving Eko written notice in accordance with the termination provisions of this Agreement.

22. Title to assets

Except to the extent Client has notified, or in the future notifies, Eko in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.



23. Market conditions

Client acknowledges that Eko's past performance and advice regarding client accounts cannot guarantee future results. AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE. Eko does not guarantee or warrant that services offered will result in profit.

Contact Eko: hello@eko.investments



Exhibit I - Fee structure

Eko will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is no account minimum.

Eko manages a wrap fee program and will wrap third party fees (i.e., custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.) for wrap fee accounts. Eko will charge one fee, and pay transaction fees for the Account using the fee collected from the Client.

For the latest fees, you can look into Eko Investments Inc. ADV Part 2, found here:
<https://adviserinfo.sec.gov/firm/summary/313296>



Exhibit II – Identification of the custodian

Custodian: Alpaca Securities LLC

Mailing address: support@alpaca.markets

A copy of the custodian's agreement is not attached as part of this Exhibit II.



Exhibit III – Privacy policy

This privacy policy describes how Eko Investments Inc. (“Eko” or “we”) collects and processes your personal information through your use of this website, including any data generated or any data provided by you or otherwise communicated when you open an account with Eko. If you have any questions about this privacy policy or how we treat your personal information, please contact us at hello@eko.investments.

What personal information do we collect?

Personal information means any information about an individual from which that person can be identified. We may collect:

Technical Information, which may include your internet protocol (IP) address, login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform on the devices you use to access this website.

Usage Information, namely, information about how you use our website including, but not limited to, how long you spend on it and which pages you visit.

In addition, when you choose to create an account with Eko, we will collect, use, store and/or transfer different kinds of information about you, such as:

Identity Information, including your first name, last name, username or similar identifier, title, date of birth, gender, marital status, and spouse’s name.

Contact Information, including your mailing address, email address and telephone numbers.

Financial Information, including information regarding income.

Profile Information, including your username and password, and account preferences.

We are required by law to collect this information to provide you with financial services. If you do not wish to provide this information, you cannot become an Eko client.

How do we use your personal information?

We will only use your personal information via this website in accordance with applicable law. Most commonly, we use your personal information in the following circumstances:

1. Where we need to perform services related to your account(s).
2. Where we need to comply with a legal or regulatory obligation.

Marketing

You may receive marketing communications from us if you have requested information from us and you have not opted out of receiving that marketing. You can ask us to stop sending you marketing communications at any time by contacting us at hello@eko.investments at any time.



Cookies and Pixels

Cookies are small pieces of data that are stored on your computer, mobile phone or any other device used to access the internet. Pixels are small code blocks on a website that allow for another server to measure viewing of a webpage and often are used in connection with cookies.

We use these technologies to customize Eko and improve your experience with the site. Cookies store anonymous information, such as whether you viewed the site from your mobile device. We may store some personal information in a cookie and/or pixel, such as the site that you visited immediately prior to visiting Eko.

Cookies, pixels, and similar technologies are not required for site functionality. You are not required to accept any cookies or pixels to use this site. However, refusing to accept cookies or pixels will make the use of the Eko website more cumbersome and less accessible.

How do we share your personal information?

We do not sell, rent, or trade your personal information with any third parties other than with your consent or as required by law.

In order to provide financial services and in connection with our everyday business purposes and activities, we may share your personal information with third parties who perform services on our behalf. We provide some of your data (including your personal information) to those third-party service providers, on a need to know basis. Those service providers are required under contract with us to safeguard your information. Except where expressly set forth in this policy, our third-party service providers may only use your data to provide services to us or to improve their services. We may disclose your personal information to the extent necessary to respond to subpoenas, court orders, or other legal processes in response to a request for cooperation from law enforcement or another government agency, in order to comply with our legal and regulatory obligations. We may also disclose your personal information to third parties such as law enforcement if we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity.

Children's Privacy

Our services are not directed at individuals under the age of 18. We do not knowingly collect information from children under the age of 18. If we become aware that a child under 18 has provided us with personal information, we will delete such information from our files.

Changes to this Privacy Policy

We may modify this privacy policy over time without prior notice by posting a new version of this privacy policy, which is your responsibility to review. Any changes to the privacy policy will be reflected on this page and will become effective immediately upon posting. We encourage you to periodically review this privacy policy to stay informed about how we are protecting the personally identifiable information we collect. If changes to the privacy policy are material, we will do our best to notify you via email or through a notification on the site. Please check the



effective date above to determine if there have been any changes since you have last reviewed the Eko privacy policy.

Third-party links

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.



Form ADV Part 3 – Client relationship summary

Client Relationship Summary - Eko Investments Inc. (September 1, 2021)

Item 1. Introduction

The Client Relationship Summary (“Form CRS”) provides important information about Eko Investing Inc. (“Eko”), an investment adviser registered with the Securities and Exchange Commission (“SEC”) as an investment adviser. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at www.Investor.gov/crs, which also provides educational materials about broker-dealers, investment advisers, and investing.

Our Investment Offerings

Eko offers 1 distinct investment advisory service: This service invests in U.S. exchange-listed equities. Eko’s investment team constantly monitors the markets and evaluates equities in terms of financial performance and sustainable criteria. We invest your funds by purchasing whole and fractional shares of stocks. We could allocate any remaining cash to be invested in USD. Eko’s Investment Authority includes discretionary investment advisory management services sponsored by Eko. Our institutional-grade investment management services offered to institutional investors are essentially similar to those services offered to individual investors. Please refer to Item 6 in or Form ADV Part 2 for an overview of our quantitative investment model. For more detailed additional information on Eko’s investment advisory services, please see our Form ADV, 2A Client Brochure, more specifically, Items 4 and 7.

For the questions below and more, you can refer to the frequently asked questions on our website, www.eko.investments

Given my financial situation, should I choose a brokerage service or investment advisory service? Why or why not?

How will you choose investments to recommend to me?

How do I know my investment is truly sustainable?

Item 3. Fees, Costs, Conflicts, and Standard of Conduct

What fees will I pay?

Eko works with a nominal subscription fee for platform access. This monthly nominal fee of \$2, which is charged monthly. We automatically deduct this monthly fee from your Investment Account. Clients may be assessed fees by the custodian in conjunction with transactions, account maintenance, etc. Such fees are separate from the Firm, and we do not receive any portion of them.

Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

The height of the invested amount is not relevant for Eko’s fees. Everybody pays a \$2 monthly membership fee. All the money a customer puts in his/her account will be invested. On a monthly basis the membership fee is automatically deducted from your investment account.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information, please see our



Form ADV Part 2

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have? How might your conflicts of interest affect me, and how will you address them?

We act as your investment adviser, so that also means that we want to, but moreover have to act in your best interest, and not put our interest ahead of yours. For more information about this and full disclosure on our practices please see Form ADV Part 2.

How do your financial professionals make money?

We pay our employees a base salary or equivalent equity in the firm. Certain employees may receive a discretionary bonus based on the firm's overall revenue. No compensation is tied to specific accounts, fees or performance.

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means: From time to time Eko will run promotional campaigns to attract Clients to open accounts and these campaigns may result in existing Clients receiving promotional referral benefits. For full disclosure on our practices please see Item 9 of our Client Brochure.

Item 4. Disciplinary History

Do you or your financial professionals have legal or disciplinary history?

As a financial professional, do you have any disciplinary history? For what type of conduct? No. Visit www.investor.gov/CRS for a free and simple search tool to research you and your financial professionals.

Item 5. Additional Information

Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me? For additional information about Eko's services and to obtain an up-to-date copy of our Form CRS please visit our website: www.eko.investments.

If you would like additional, up-to-date information or a copy of this disclosure, please email us at hello@eko.investments.