

PROMOTER AGREEMENT

Upon execution, this Promoter Agreement fully and immediately cancels and replaces the existing document “Promoter Agreement” executed July 11, 2023 between Advisor and Kinecta Financial & Insurance Services, LLC.

This Promoter Agreement (“the Agreement”), dated as of February 26, 2024 (the “Effective Date”), is entered into by and between Kinecta Federal Credit Union (“Promoter”) and IQvestment, LLC (“Adviser”) (collectively the “Parties”), an investment adviser registered with the United States Securities and Exchange Commission (“SEC”) under the Investment Advisers Act of 1940, as amended (the “Act”), and sets forth the terms and conditions under which Promoter will assist the Investment Adviser in establishing client relationships.

WHEREAS, Promoter may have credit union members who are interested in accessing IQvestment’s advisory services by potentially becoming an investment advisory client of IQvestment (each a “Client”);

WHEREAS, Promoter desires to use its best efforts, on a non-exclusive basis, to solicit, promote, or refer new investment advisory clients to Adviser;

WHEREAS, Adviser desires to enter into a separate investment advisory agreement (each an “Investment Advisory Agreement”) with Clients that Promoter refers, (each a “Referred Client”);

WHEREAS, Adviser wishes to retain Promoter to provide the services set forth herein Adviser under the terms and conditions stated below, and Promoter is willing to provide such services.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Appointment. Adviser hereby retains Promoter to provide, and Promoter hereby agrees to provide the services set forth herein for the purpose of promoting the Adviser to Promoter’s members. Promoter agrees to use its commercially reasonable efforts to identify, refer and/or introduce its customers to Adviser during the term hereof.

2. Services Provided by Promoter. Promoter shall use reasonable efforts to promote the Adviser (the “Services”). Such Services shall include:

- a.** At the request of the Adviser, including a prominent hyperlink or banner ad on its website, as designed and approved by Adviser. Adviser shall have the right to update such ad from time to time;
- b.** Providing oral or written endorsements of Adviser’s services;
- c.** Facilitating interested members with access to Adviser’s personnel, or additional written materials, as designed and approved by Adviser; and
- d.** Any other promotional activities as reasonably requested by Adviser.

3. **Promoter Compensation.** For the Services described herein, for as long as this Agreement remains in effect:

- a. Adviser will pay Promoter fifty percent (50%) of the investment management fees paid per fiscal quarter by Referred Clients. Adviser will pay Promoter, within 30 days of the end of each fiscal quarter in which Adviser receives Advisory fees paid by Referred Clients, 50% of fees actually received. Adviser has no obligation to pay Promoter any percentage of fees earned until Adviser receives such fees from the Referred Client(s), and will have only have payment obligations for Referred Clients who subsequently terminate until Adviser's last billing date for that client.
- b. Adviser will not pay Promoter any compensation (and Promoter must refund Adviser) with respect to any fees paid by Referred Clients to the Adviser to the extent such fees have been refunded to Referred Clients for any reason. Adviser may elect, in its sole discretion, to offset any such amounts against future payments to Promoter.
- c. Adviser is not obligated to make any payment to Promoter if such payment constitutes a violation of applicable federal or state laws.
- d. The Investment Adviser will not charge Referred Clients a specific additional amount as a result of having been referred through Promoter. However, because in general the amount of fees charged to Referred Clients by Adviser depends upon the value of a client's account, the amount of fees Investment Adviser will charge a Referred Client for investment Advisory services (and the related calculation methodology) is different than would be the case for any new client who was not referred by Promoter. Therefore, whether a particular Referred Client will pay a higher Advisory fee than a client who was not referred to Adviser by Promoter will depend on the value of a Referred Client's account. The Adviser customarily charges clients not referred by Promoter \$9.95 per month ("Customary Charges"). Adviser will charge a Referred Client a cumulative annual fee (billed monthly) equal to the greater of annualized three-tenths of one percent (0.30%) of the assets of Referred Client under management or \$3.50 per month. For Referred Clients with account assets valued at \$39,800 or less, the Adviser's fee will not exceed the Customary Charges; the differential amount by which the fee would be less than the Customary Charges can be calculated by subtracting the Referred Client's assets under management from \$39,800 and multiplying the result by the greater of 0.30 or a flat \$3.50 per month. Accordingly, for Referred Clients with account assets valued at greater than \$39,800, the Adviser's fee will exceed the Customary Charges; the differential can be calculated by subtracting \$39,800 from the amount of Referred Client's assets under management and multiplying the result by 0.30.

4. **Promoter's Representations, Warranties and Covenants.** Promoter agrees, represents and warrants that, as of the date hereof and for so long as this Agreement is in effect:

- a.** Neither Promoter nor its agents, employees, or representatives involved in providing the Services:
 - i) Are subject to an SEC order issued under Section 203(f) of the Act;
 - ii) Has been convicted of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A) through (D) of the Act within the ten years before the date Promoter signs this Agreement;
 - iii) Has been convicted or found by the SEC to have engaged in any of the conduct specified in Section 203(e) of the Act;
 - iv) Are subject to an order, judgment or decree described in Section 203(e) of the Act; or
 - v) Are otherwise an “Ineligible Person” as defined in Rule 206(4)-1(e)(9) under the Act (the associated definition of “disqualifying event” being set forth in Rule 206(4)-1(e)(4) under the Act).

- b.** Promoter will notify Adviser within 10 days if any of the representations and warranties in paragraph 4(a) ceases to be true.

- c.** Promoter shall reasonably assist with any inquiry by Adviser into the accuracy of the representations and warranties under this Section 4, understanding that Adviser expects to make such inquiries on at least an annual basis.

- d.** Promoter understands that it must comply with all applicable rules and regulations in connection with the Services provided under this Agreement, including all federal and/or state laws, FINRA rules and regulations, and any applicable rules of other organizations that may have jurisdiction over the Parties, including Rule 206(4)-1 of the Act. Promoter understands that the requirements for client solicitation may differ from state to state. Some states may not have any requirements regarding the solicitation of clients while other states may require that Promoter be registered as an investment Adviser to solicit clients on Adviser’s behalf.

- e.** Promoter will make available to Adviser all such registration, licenses and other documents as Adviser may reasonably request during the term of this Agreement.

- f.** If Promoter is a corporate entity, all of the above representations are true for any officer, director, partner, member, employee, agent or representative acting for Promoter. And in such case, Promoter is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees and other agents.

- g.** Promoter will not solicit or refer clients to Adviser in any jurisdiction unless Promoter is legally authorized to do so under applicable federal and state

securities laws. If applicable, Promoter will promptly notify Adviser if at any point it ceases to be appropriately registered or licensed, to the extent required.

- h.** Promoter has no authority to bind Adviser in any way and will only make representations to prospective clients about Adviser and its investment Advisory services that are:

 - i. Expressly authorized by this Agreement;
 - ii. Contained in Adviser's Form ADV;
 - iii. Contained in Adviser's Investment Advisory Agreement with its clients; or
 - iv. Contained in marketing materials provided by Adviser for Promoter's use, as amended from time to time.

- i.** Promoter understands the investment advisory services and programs offered by Adviser. Promoter agrees to use only the most current information and materials which Adviser has provided or made available describing Adviser's services and programs when promoting Adviser's services.

- j.** When promoting Adviser's services, Promoter will provide, at the time any *testimonial* or *endorsement* (as defined in Rule 206(4)-1 of the Act) is made, a clear and prominent disclosure that:

 - i. The *testimonial* or *endorsement* is being given by a paid third party promoter;
 - ii. Cash compensation was provided for the *testimonial* or *endorsement*; and
 - iii. A brief statement of any material conflicts of interest on the part of the person giving the testimonial or endorsement resulting from the investment adviser's relationship with such person.

- k.** Adviser may also require Promoter to provide prospective clients, at the time the *testimonial* or *endorsement* is provided with:

 - i. A copy of Adviser's current Form ADV Part 2 and Form CRS;
 - ii. A more detailed disclosure statement that includes:
 - 1. The material terms of any compensation arrangement, including a description of the compensation provided or to be provided, directly or indirectly, to the person for the *testimonial* or *endorsement*; and
 - 2. A description of any material conflicts of interest on the part of the person giving the *testimonial* or *endorsement* resulting from the investment adviser's relationship with such person and/or any compensation arrangement.

- iii. A copy of Adviser's Privacy Policy at the time of the initial *testimonial* or *endorsement*, as well as other information or questionnaires that Adviser may provide and request Promoter to supply to prospective clients.

- l.** Promoter understands that Adviser may decline to accept or decide to cease doing business with any Referred Client at any time at the Adviser's discretion, with or without cause in accordance with the terms of the Investment Advisory Agreement, without any obligation to Promoter. Promoter does not have any authority to accept any clients on behalf of Adviser, and Adviser is not obligated to accept any Referred Client. Similarly, any Referred Client is free to terminate its relationship with Adviser at any time, with or without cause, in accordance with the terms of the Referred Client's Investment Advisory Agreement, without any further payment obligations of Adviser to Promoter.

- m.** Promoter will keep confidential any information obtained from or about any prospective client and Referred Client in connection with this Agreement, and will not disclose any such information without client consent.

- n.** Promoter will keep confidential all ideas, techniques, and materials supplied by Adviser and shall not reproduce or distribute any of these to any other person at any time, or use these after the termination of this Agreement, without Adviser's express written consent.

- o.** Promoter will use its commercially reasonable best efforts to prepare and maintain all books and records reasonably requested by Adviser.

- p.** Promoter shall promptly forward to Adviser any prospective client or Referred Client complaint and any inquiry by any federal or state regulatory agency or any self-regulatory organization.

- q.** Promoter shall cooperate with Adviser in the investigation and defense of any complaint, inquiry, arbitration, litigation, or other proceeding involving a prospective or Referred Client.

- r.** Promoter shall ensure that all checks, money orders or wires of money to be placed under Adviser's management by Referred Clients are made payable and sent by Referred Clients to the custodial broker-dealer or other qualified custodian. Promoter agrees not to accept cash or any other instrument payable to Promoter or Adviser.

- s. Promoter understands that Adviser cannot guarantee that its Clients' accounts will be profitable and that there can be no assurance that Adviser's services to any Referred Client will not result in losses.

5. **Adviser's Representations, Warranties and Covenants.** Adviser agrees, represents and warrants that, as of the date hereof and for so long as this Agreement is in effect:

- a. Adviser is registered as an investment Adviser with the SEC and warrants that all amendments to Form ADV required by the Act and/or applicable state securities laws and rules have been made and filed with the SEC and/or each applicable state securities regulator. Adviser agrees to amend its Form ADV to disclose the relationship created by this Agreement if such amendment is necessary.
- b. Adviser will provide or make available to Promoter (i) its current Form ADV Part 2, Form CRS, or any additional disclosures, which statements will comply with the requirements of Rule 206(4)-1(b)(1) under the Act.
- c. Adviser will also provide or make available its current Privacy Policy to Promoter if needed.
- d. Adviser may make available its marketing materials for Promoter's use, or will work with Promoter to create marketing materials for Promoter's use.
- e. If authorized in writing by a Referred Client, Adviser will deliver to Promoter copies of account statements and performance reports with respect to the Referred Client's account(s) under Adviser's supervision or management.
- f. f. Advisor will keep confidential any information obtained from or about any prospective client and Referred Client in connection with this Agreement, and will not disclose any such information without Referred Client consent unless required by law.
- g. Advisor will keep confidential all unique ideas, techniques, and materials supplied by Promoter and shall not reproduce or distribute any of these to any other person at any time, or use these after the termination of this Agreement, without Promoter's express written consent.

6. **Relationship between Adviser and Promoter.**

- a. Promoter is an independent contractor. Nothing contained in this Agreement will be construed to create a relationship of employer-employee, agency, representative, partnership, joint venture, or any relationship other than that of an independent contractor. Promoter will inform each prospective client that Promoter is an independent third party engaged to perform the services described in this Agreement and not employed by Adviser.

- b. Promoter will not provide any investment Advisory services of any type on behalf of Adviser, and will not make any representations that would reasonably cause a potential client to believe that Promoter is rendering or will render investment Advisory services on Adviser's behalf.

7. Indemnity.

The parties will indemnify each other, their officers, directors, managers, and employees and hold them harmless against any claims, losses, damages, liabilities, costs and/or expenses, including reasonable attorney's fees and costs of investigating and defending against any claims, suits, actions or proceedings, incurred by them arising out of any breach, act or omission or violation of law or any of the terms of this Agreement. Parties' obligations under this paragraph will survive the termination of this Agreement.

8. Compliance with Regulation S-P

Notwithstanding any contrary provision in this Agreement, each party agrees that any "nonpublic personal information" as defined under Section 248.3(t) of Regulation S-P ("Regulation S-P") promulgated under the Gramm-Leach-Bliley Act, disclosed by a party is for the specific purpose of permitting the other party to perform the services set forth in this Agreement. Each party agrees that, with respect to such information, it will comply with Regulation S-P and the Gramm-Leach-Bliley Act and that it will not disclose any nonpublic personal information received in connection with this Agreement to any other party, except to the extent necessary to carry out the services set forth in this Agreement or as otherwise permitted by Regulation S-P or the Gramm-Leach-Bliley Act.

Both parties agree to comply with all other applicable federal and state laws, rules and regulations pertaining to the confidentiality of client information and will take reasonable measures to safeguard any non-public personal information maintained or shared under this Agreement.

9. Term

- a. This Agreement will remain in effect until terminated at any time by either of the parties upon thirty (30) days' advance written notice. Upon termination, this Agreement shall have no further force or effect.
- b. Upon termination of this Agreement, each party will keep confidential any proprietary information or client information obtained during the term of the Agreement, including sales or marketing material, client information or lists, and will return such information upon the request of the other party, except as may be required to be maintained under the Act or other applicable federal or state law or as may be required to be disclosed by law.

- c. Upon termination of this Agreement, Adviser may continue to act as investment Adviser to any Referred Client.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to its conflict of laws principles, except and to the extent superseded by federal law.

11. Arbitration

- a. Any dispute arising out of this Agreement shall be subject to final and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment upon any arbitration award may be entered in any court, state or federal court, having jurisdiction. The prevailing party in any arbitration and other legal proceeding under this paragraph shall be entitled to recover reasonable attorney's fees, costs and expenses.
- b. Both parties note the following provisions regarding arbitration:
 - i. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
 - ii. Arbitration awards are generally final and binding and a party's ability to have a court reverse or modify an arbitration award is very limited.
 - iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - iv. The arbitrators generally do not have to explain the reason(s) for their award.
 - v. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
 - vi. In some cases, a claim that is ineligible for arbitration may be brought in court.
 - vii. The rules of the arbitration forum in which a claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

12. Amendment and Assignment

- a. This Agreement may only be amended in a writing signed by both parties. To the extent the parties are organizations, this writing must be signed by an Officer or Director of the party.

- b. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors or assigns.
- c. Neither party may assign or delegate the rights or performance under this Agreement by operation of law or otherwise without the other party's prior written consent.
- d. No person other than Adviser and Promoter shall have any rights or be entitled to any benefits under the terms and conditions of this Agreement.

13. Waiver

No term or provision of this Agreement will be deemed waived and no breach excused, unless and until such a waiver or consent is in writing and signed by the waiving or consenting party. Waiver of one breach shall not be deemed to be a waiver of any other breach of the same or any other provision herein.

14. Notices

Any notice to be given to Promoter or Adviser under this Agreement shall be deemed effective if sent by certified mail, overnight delivery or email, with return receipt requested, to the address set forth on the signature page.

15. Entire Agreement and Severability

- a. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties.
- b. If any provision of this Agreement is unenforceable, it shall not invalidate any other provisions.
- c. Failure of either party to enforce any term or condition of this Agreement is not a waiver of that term or condition.

16. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original. Such counterparts, when taken together, shall constitute one and the same Agreement.

17. Non-solicitation

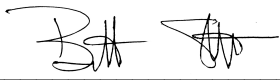

Except as expressly set forth herein, Advisor shall not, directly or indirectly, solicit Promoter's members for any banking, financial and/or wealth management products and/or services.

18. Non-compete

During the term of this Agreement and for a period of one (1) year following termination of this Agreement, Advisor will not directly or indirectly engage in or participate in, in any way, any business that is similar to or competitive with any business activity engaged in by the Promoter.

[Signature Page Follows]

This Agreement is made as of February 28th, 2024 and shall become effective immediately, but Promoter may only commence services on behalf of Adviser when permitted under the provisions of this Agreement.

Promoter: Kinecta Federal Credit Union	Adviser:
By:  Name: Brett Stubbs Title: SVP/CFO	By:  Mark C Healy CEO
<u>Address:</u> 1440 Rosecrans Avenue Manhattan Beach, CA 90266	<u>Address:</u> 12 Gill St Suite 5450 Woburn MA 01801
Date: February 28, 2024	Date: February 28, 2024