

**PATH BY ORIGIN, LLC**  
**(f/k/a Origin Investments Advisor, LLC)**

**INVESTMENT ADVISORY AND CLIENT SERVICES AGREEMENT**

This investment advisory and client services agreement (“**Agreement**”) is between Path by Origin, LLC (“**Path**”) and each person named as a client on the application for the Path Internet-based investment program (the “**Program**”).

Each client is referred to herein as “**Client**” or “**you**.” This Agreement is effective only when Path accepts and approves it. You represent that you have the full legal power and authority to enter into this Agreement. If this Agreement is established by Client's authorized representative, the Client's authorized representative certifies that he or she is legally empowered to enter into or perform this Agreement. Your death, disability or incompetence will not terminate the terms of this Agreement. Your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving Path proper notice.

YOU MUST READ AND CONSIDER THIS AGREEMENT CAREFULLY AND CONTACT PATH TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS AGREEMENT. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME AND AMENDED AGREEMENTS WILL BE POSTED ON PATH’S WEBSITE FOR THE PROGRAM. YOU AGREE TO CHECK PATH’S WEBSITE FOR NEW VERSIONS OF THIS AGREEMENT AND OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM. YOU AGREE THAT, BY KEEPING YOUR ACCOUNT WITH PATH OR USING SERVICES PROVIDED AS PART OF THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER PATH POSTS A NEW VERSION OF AN AGREEMENT ON THE SITE, YOU WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

*Services*

Path, through the Program, offers investment advisory services to the client through a variety of diversified portfolios that consist of real estate securities, including real estate investment trusts (“**REITs**”), exchange-traded funds (“**ETFs**”), real estate operating companies (“**REOCs**”), cash and/or cash equivalents managed on a discretionary basis.

*Application Process/Portfolio Selection*

You will complete via mobile application (the “**App**”) or via <https://pathbyorigin.com> (the “**Website**,” and together with the App, the “**Portal**”) an application, including a client profile, which includes a number of questions to determine your risk profile. You understand and acknowledge that Path is relying upon your accurate completion of the application to generate your recommendations and cannot be held responsible for any recommendations based on inaccurate information. Based upon your responses to the questions, Path will offer to you a number of asset allocation portfolios (the “**Blocks**”), which may be developed by Path, third parties or affiliates, and are designed to allocate assets among REITs, ETFs, REOCs and other real estate securities. You can select the recommended portfolio of Blocks or choose to create your own portfolio. You acknowledge the risk of selecting a Block portfolio other than the one recommended by Path. Path will manage your portfolio, and each Block within the portfolio, on a discretionary basis.

You can change your Blocks in the future. For example, you may wish to change your Block allocations due to changes in your risk profile, investment goals, time horizon and/or your financial situation, among other reasons. To change your Block portfolio, you will need to update your client profile.

If a material change occurs to your goals, financial circumstances, or investment objectives, or you wish to impose or modify reasonable restrictions on the management of your account, it is your responsibility to promptly update your information via the Portal. If you fail to update your client profile, no changes will be made to your account. Path will periodically send you a reminder to update your information on file with Path if there has been a material change to your financial circumstances or investment objectives, or if you want to impose or modify investment restrictions on your account.

### ***Investment Management Services and Portfolio Construction***

Path will manage your account and make all investment decisions for each Block in your portfolio. You will not be able to trade individual securities directly in the account. Path manages each Block using the target asset allocation disclosed to you. Path will select the securities for each Block and, consequently, your portfolio.

Path will update the investments in your Blocks in accordance with its written guidelines for such Blocks. At any time, Path may update the written guidelines without notice to you. New Blocks may also be added to the Program at any time at Path's discretion. The composition of each Block is described on the Portal and during the application process. The composition of each Block will vary based upon the risk tolerance in relation to a client's goals and time horizon, among other factors.

You understand and acknowledge that you will have no investment discretion over the Blocks in the account. By entering into this Agreement, you grant Path full discretion to select the investments, to designate strategies, and to buy, sell or otherwise invest the assets of your account in accordance with your target allocation. You also grant Path the authority to rebalance your account, to liquidate sufficient assets to pay the Wrap Fee when necessary, and to carry out related actions that Path deems necessary or appropriate to fulfill its responsibilities. In addition, you agree that your account will meet the minimum asset level requirements at all times.

You acknowledge and agree that Path does not provide investment advice for the Program in a manner other than the investment advice described in this Agreement. You agree that Path will provide investment advice and deliver the advisory services for the Program primarily through the Portal. You acknowledge and understand that under the Program, you generally will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Portal. You acknowledge that you will not be entitled or able to transact in or hold securities in your account other than the securities that are offered through the Program.

In providing its services, Path or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Agreement, Path may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that Path shall always remain liable to you for its obligations hereunder.

### ***Suitability***

You understand and agree that the Program is an online process and relies on information provided by you. The application process seeks to determine whether the Program is appropriate for you and, if so, to select the Blocks that will comprise your portfolio, but the process may not elicit the same information from you as a face-to-face interview. You understand that in the online application process, you must complete the client profile without the guidance of Path and that you are responsible for the answers, which determine which investment Blocks will be presented based on your profile. You should carefully consider whether your participation in the Program and any Blocks you select is appropriate for your investment needs and goals prior to enrollment. You understand that you can change your Blocks any time.

You acknowledge that any assistance you may receive from an Path representative is for educational purposes only. You also acknowledge that you are solely responsible for enrolling in the Program and choosing your Blocks and that Path is not responsible for your decisions.

Path makes no representation or warranty about how your account will perform with the Program. (See “Risk Acknowledgment, Limitation of Liability, and Indemnification” for further information below).

### ***Consent to Electronic Delivery***

Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt. You agree to receive communications from us electronically (including, without limitation, Forms ADV, brochure supplements, our privacy policy, account statements, and other reports) (1) via e-mail at the address listed in your application, (2) by access to a website that we will designate in an e-mail notice we send to you at the time the information is available, or (3) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose. Accordingly, it is important that you maintain up-to-date email address with Path.

You acknowledge that communications from Path will only be delivered electronically. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality over the internet. You agree to hold us and our affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications. If you do not accept electronic delivery, your account will be terminated.

By entering into this Agreement, you acknowledge that the Program is offered only online.

### ***Custodian and Directed Brokerage***

Path does not and will not accept custody of your assets. Apex Clearing Corporation (“**Apex**”) will act as the qualified custodian for your account. As the custodian, Apex will be responsible for trade execution.

By entering into this Agreement, you authorize and instruct Path to use Apex and its agents to execute all brokerage transactions for your account. Under this Agreement, you acknowledge and agree that Path can give instructions for securities transactions to Apex for your account. You acknowledge and agree that, subject to your agreement with Apex, Apex may, but will be under no obligation to, aggregate purchase or sale orders for your account with purchase or sale orders in a particular security for other accounts in the Program. You agree that all assets held for each of your account will be held in the manner indicated in the title to the account, with all the legal and equitable rights and subject to all the obligations and conditions that the form of ownership imposes. You represent that no one has an interest in your account except you or others that you have previously disclosed to Path as part of your application to open an account or in a manner authorized by Path.

You acknowledge that the ancillary fees, if any, payable to Apex are separate and apart from the fees payable under this Agreement to Path. (See “Other Fees and Expenses” below and your agreement with Apex for further detail).

***Advisory Fee***

For our services, you agree to pay Path an annualized asset-based advisory fee (“**Wrap Fee**” or “**Advisory Fee**”), pursuant to the following schedule:

<b>Assets under Management</b>	<b>Annual Fee</b>
Management Fee	
First \$99,999	0.40%
Over \$99,999	0.25%
Platform Fee	0.10%

You agree that we may change the Advisory Fee at any time by giving 30 days’ prior written notice. The Advisory Fee may also be reduced or waived in our sole discretion. If you are a member of any of the following Path affiliates, we will waive the Advisory Fee for assets under management up to the amount invested in such affiliates: Path Capital Opportunity Fund, LLC; Path Capital Fund II, LLC; Path Fund III, LLC; Path IncomePlus Fund, LLC; Path Opportunity Zone Fund, LLC; Path-Independent, LLC; Path DCC Holding, LLC; OI-675 FS, LLC; Custer Court-OCP LLC and OI-Haven FS, LLC.

The Advisory Fee shall be paid monthly, in arrears, based upon the market value of the average daily account balance of the account over the preceding month, or as set forth on the most recent statement made available to us. Since the asset-based fee is determined by average daily account balance, if assets are deposited or withdrawn from an account after the inception of a month, the base fee payable with respect to such assets is adjusted accordingly. The Advisory Fee for the initial month shall be calculated on a pro rata basis commencing on the day the assets are initially designated to us for management under this Agreement. In the event you terminate the advisory relationship, the fee for the final billing period is prorated through the effective date of the termination and the outstanding portion of the fee charged.

You hereby direct and authorize Path to direct Apex to deduct the Advisory Fee from your account on a monthly basis. You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Advisory Fee. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Advisory Fee and that Apex will not determine whether the Advisory Fee is accurate or properly calculated. You agree and acknowledge that the deduction of fees may trigger a rebalancing of your account in accordance with your portfolio directive, and that the sale of securities from your account for such fee deduction may result in tax consequences to you. Deducted fees will be reflected in your account statements.

In consideration of the Advisory Fee, you receive investment advisory services, the execution of securities brokerage transactions, custody, reporting, account establishment/maintenance and administrative services. You acknowledge that the Advisory Fee may exceed the aggregate costs of purchasing separately the products and individual services that are offered through the Program. In addition, the Advisory Fee may be higher or lower than that charged by other sponsors of similar programs.

***Additional Fees and Expenses***

The Advisory Fee includes many investment expenses that are typically paid by investors. The Advisory Fee does not cover charges that are not directly related to the execution and clearing of transactions included

in the Program. These expenses include, but are not limited to, the internal expense ratios (or similar type fees) applicable to mutual funds, ETFs, REITs, REOCs and other pooled real estate securities held in your account from time to time. These pooled securities charge their own internal advisory, brokerage, sales charges and other fees and/or expenses. These internal fees and expenses are deducted from the security's net asset value and are borne by the security's shareholders or equity investors, which would include your account under the Program. Your assets also may be subject to transfer taxes, wire transfer and electronic fund fees and other fees and taxes on brokerage accounts and securities transactions. Path will not receive any portion of these additional costs.

Below is a list of ancillary fees you may incur that are not included in the Advisory Fee. These fees would be incurred based on your request and are beyond our control. Should you incur any of these fees, you will be responsible for their payment, and you acknowledge that such costs will be assessed to you according to the agreement made with Apex or any other applicable agreement.

- Returned ACH (insufficient funds) – \$30 per occurrence
- ACH Notice of Correction (NOC) Fee – \$5 per notice
- Paper Checks – \$4 per check
- Paper Confirms – \$2 per confirm
- Paper Account and Tax Statements – \$5 per statement
- Escheatment Processing – \$10 per account

### ***Investment Minimums, Cash Allocations, and Withdrawals***

The initial account minimum is \$50,000. If you request a withdrawal from your account, this will generally require the sale of securities in your account to pay the withdrawal and rebalance the remaining portion of your account. The sale may generate capital gains (or losses) for tax purposes. You further agree that, by initiating, authorizing, or directing a deposit, contribution or transfer to your account, you authorize Path to place orders with Apex on your behalf for purchases of the securities that comprise your selected Block(s) at the time(s) and in amounts calculated by Path's portfolio management system such that the resulting holdings in your account after settlement of such purchases will approximate your selected Block(s). In order to permit sufficient time to ensure that the transfer of assets into your account has been successfully completed by the financial institution that maintains your bank account, Path generally will wait up to five Business Days after the day Apex credits the applicable deposit to your account to generate and place the orders for such purchases.

Subsequent contributions to the account will be allocated to purchase securities in accordance with selected Blocks. Path has no ability to withdraw or request any disbursement from your account.

### ***Fractional Shares***

The shares purchased or sold on your behalf and/or held in your account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount you contribute to or deposit in your account. To the extent that fractional shares of any security are traded on behalf of Clients, this is done by allocating any excess fractional shares to Apex's fractional facilitation account and having Apex in turn accumulate fractional shares and manage their fractional facilitation account through trades in whole share quantities in accordance with their own policies as they pertain to management of such accounts and positions. You understand and agree that fractional shares are typically unmarketable and illiquid if held outside of your account and, as a result, fractional shares generally may not be transferrable to another brokerage account. In the event of a liquidation or, upon your preauthorization, the transfer of the assets in your account to another account, you hereby authorize Path to instruct Apex to sell fractional shares as necessary and transfer the cash to any subsequent custodian. You also understand and acknowledge that

dividends received in connection with assets in your account will be allocated pro-rata based on the fractional shares you hold and that you will not receive a dividend if the pro-rata amount of such dividend is less than \$0.01.

### ***Proxies and Related Matters***

Path will not vote proxies on your behalf. Path will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which your assets may be invested from time to time. Path and/or you will direct Apex to forward all shareholder related materials directly to your address on record. In addition, Path does not advise or act for the client with respect to any legal matters, including bankruptcies and class actions, for the securities held in the client's account.

### ***Receipt of Disclosures***

You hereby acknowledge receipt of our Privacy Policy Notice and a copy of our written disclosure statement as set forth on Part 2 of Form ADV.

### ***Rebalancing***

You acknowledge that Path will rebalance the Blocks in your portfolio periodically by buying and selling securities or adjusting the cash component of your account considering the Block allocation for your chosen portfolio. Path will rebalance accounts if the allocation of the securities in a Block deviates by more than an amount specified in Path's guidelines from the recommended asset allocation due to changes in the securities' values.

Your Blocks will be rebalanced even if the account value drops below the initial minimum. Your account may be rebalanced if you add or withdraw funds into your account or if you change your client profile or when you seek to impose or modify restrictions on the management of your account.

### ***No Tax Advice***

You agree that Path has not provided, and does not and will not provide, any tax advice. You acknowledge that you, and not Path, are responsible for any tax implications and/or tax obligations resulting from your decision to enroll in the Program, from your choice of Portfolio and from your choice as to whether or not to request that Path employ a tax-loss harvesting strategy. You further acknowledge that you have had the opportunity to, and should in the future, consult with your own professional tax counselor with respect to tax matters.

### ***Investment Restrictions***

If you elect to impose investment restrictions on the management of your account, you understand that this may result in delays in the management of your account and that you may be notified that your account cannot be managed with those investment restrictions.

### ***Risk Acknowledgment, Limitation of Liability, and Indemnification***

You understand and agree that neither Path nor any of its affiliates has made, and is not making, any warranty or guarantee as to the performance or profitability of your account or any part thereof, nor any guarantee that the investment objectives, expectations or targets described on the Website will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or

targets. Neither Path nor any of its affiliates guarantees a specific level of performance, the success of any given investment decision or strategy that Path may recommend or undertake, or the success of the overall management of the account through the Program. Investment recommendations or decisions are subject to various market, currency, economic, and business risks as well as the risk that those investment decisions will not always be profitable or prove to have been wise. The account may suffer loss of principal, and income, if any, may fluctuate. (See Path's ADV Part 2A for further detail and risk factors.)

To the fullest extent allowed by applicable law, you agree that Path and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the "**Indemnified Persons**") shall not be liable under this Agreement for their actions or omissions absent their gross negligence, willful misconduct, or violation of applicable law. Except where prohibited by applicable law, Path and its Indemnified Persons shall not be liable for damages (including losses, lost opportunities, and lost profits) relating to differences between projected or potential performance and actual results.

Without limiting any other indemnity provision of this Agreement, you shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Path and its Indemnified Persons from any loss, damage, or liability arising out of or relating to: (i) any transaction in which Path or any of its Indemnified Persons acts directly or indirectly as your investment adviser, absent any willful or grossly negligent conduct by Path or such Indemnified Persons; (ii) your failure to provide true, accurate, complete, and current information or to update your information; (iii) decisions and/or actions that you take or authorize third parties (including, but not limited to Apex) to take on your behalf or that you fail to take; or (iv) any direction or communication you provide with respect to this Agreement or your account (including deposits, withdrawals, or transfers of assets to or from such account).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Path and its Indemnified Persons will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

Subject to applicable law, neither Path nor its Indemnified Persons shall be liable for the acts or omissions of their vendors, contractors, or other third parties, including, but not limited to, any ACH operator or Apex.

### ***Amendment***

Path may, in its sole discretion and at any time, modify or amend this Agreement upon prior or concurrent written notice to you. Once you are sent such notice, you may terminate this Agreement. Termination of this Agreement will not affect your obligations arising before such termination is effective. Termination of this Agreement will automatically unenroll your account from the Program.

You agree to check the Portal for new versions of this Agreement. You agree that, by keeping your account or using the services provided in the Program without objecting after Path posts a new version of the Agreement, you will agree to and accept all terms and conditions of this Agreement as so amended.

### ***Term and Termination***

This Agreement becomes effective as of the date it is accepted by Path and an account is opened, as evidenced in accordance with Path's procedures or practices regarding account opening. Any amendment or modification to this Agreement will be effective on the date determined in accordance with the "**Amendments**" section of this Agreement above.

You may revoke or terminate all authorizations or designations conferred herein at any time upon at least two (2) business days' notice by fully completing and submitting the unenrollment form. Any revocation

or termination will not affect your obligations resulting from transactions initiated prior to the effective time of the termination. You may be terminated from the Program by Path for withdrawing assets from your account that brings your account balance below the minimum, for failure to maintain a valid email address, for requesting paper records such as trade confirmations or statements, or any other reason, in Path's sole discretion. Depending on the reason for the termination, you may have the opportunity to make a change to resolve the reason for the termination. If you are unable to remedy the reason for your termination, your account will be unenrolled from the Program and the assets in the account will no longer be managed through the Program. Any revocation or termination by Path will not affect your obligations resulting from transactions initiated prior to the effective time of the termination. Termination of this Agreement will close your account.

You agree that Path and any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Path believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to Path or its affiliates or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Path or its affiliates or a transaction relating to the Program; (iii) to avoid a loss to Path or its affiliates (including if your payment of the Advisory Fee is 60 days or more overdue, except with respect to charges then under reasonable and good faith dispute); (iv) to remediate or otherwise to address problems with technology; (v) due to interruptions in the access to or operation of any technology that Path or its affiliates directly or indirectly uses in connection with the Program; (vi) to prevent a breach or violation of any term, condition, or other provision of any of this Agreement; or (vii) to obtain from you any additional information that Path in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Agreement.

### ***Verification***

You authorize Path to inquire from any source, including a consumer reporting agency, as to your identity (as required by federal law).

### ***Legal Process***

If Path or any affiliate is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Path or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Path or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to Apex or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Path and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Path or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Path or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Path or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

You acknowledge and agree that neither Path nor any of its affiliates shall be responsible for making any filings in connection with any bankruptcy proceedings, litigation, or class action lawsuits involving securities held or that were held in your account.



### ***Force Majeure***

Path will not be liable for any loss, damages, delay in, or failure of performance of this Agreement arising from causes beyond its reasonable control, including delay or cessation of services under this Agreement, or any damages to clients resulting therefrom, as a result of any strike, power or other mechanical failure, computer virus, computer failure on your part or on Path's part, natural disaster or adverse acts of nature, governmental action, communications disruption or failure, acts of terrorism, war or acts of God.

### ***Source of Funds***

You represent and warrant that none of the money you deposit in your account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You covenant not to deposit (or direct the deposit of) any money in your account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your account other than you or any other individual you have disclosed to Path during account opening.

### ***Automated Clearing House ("ACH") Transactions***

You acknowledge that it is your responsibility to provide correct payment instructions for your Funding Account to Path, Apex or a bank or other vendor that Path engages from time to time for you to use when you use the ACH payment system (the "**ACH Operator**") when requested in connection with setting up your Path account. "**Funding Account**" means an account established by you, at a financial institution identified by you to Path, for the purpose of facilitating deposits into your Path account. You agree to be bound by the National Automated Clearing House Association ("**NACHA**") operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions to make a deposit may result in an ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You acknowledge that such inaccurate information may result in fees such as those ancillary fees listed in "Other Fees and Expenses" above. You agree that Path may request and the ACH Operator or Apex may make ACH transfers for withdrawals from your Path account solely by reference to the account number of the recipient. None of Path, its affiliates, Apex, or the ACH Operator shall be obligated by any provision of this Agreement or any other agreements governing your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your Path account and Funding Account.

You agree to indemnify and hold Path, Apex, the ACH Operator and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions for an ACH transfer to make deposits or withdrawals with respect to your Path Account or Funding account. You agree that processing of ACH transfers for deposits or withdrawals may be delayed for five Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Path promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Path account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Agreement, neither Path nor any of its Indemnified Persons, nor Apex, shall be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until Apex receives payment. Without limiting any other rights of Path or Apex to delay a withdrawal or deny a request for a withdrawal, Path and Apex reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If Apex does not receive

final payment, or if your Path account has been credited by mistake, you authorize Path to instruct Apex to reverse the credit to your Path account or will otherwise reimburse Apex and/or Path, as applicable, if assets in your Path account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable. If a payment funding a deposit to your Path account does not become final, the originator (which is you in the case of a deposit originating in your Funding Account and the holder of money) will not be deemed to have paid you in your Path account.

### ***Assignment***

You may not assign your rights or obligations under this Agreement without the prior express written consent of Path. Path shall not assign (within the meaning of the Investment Advisers Act of 1940) its rights or obligations under this Agreement without your consent, *provided, however* that you will be deemed to have consented to an assignment if you do not object to such assignment within 60 calendar days of being notified through the Website or by e-mail of any intent of Path to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Path will not be deemed to be an assignment (within the meaning of the Investment Advisers Act of 1940) of this Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

### ***Entire Agreement and Severability***

You acknowledge and agree that this Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the Agreements' subject matter. You acknowledge and agree that this Agreement supersedes any previous agreements with Path regarding the Program, if any.

If any provision of any of this Agreement or other agreement related to the Program and your account is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Agreements' remaining provisions.

### ***Governing Law***

To the extent not inconsistent with federal law, this Agreement, each transaction entered into hereunder, and all matters arising in connection with this Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Illinois without reference to its choice of law doctrine, and in compliance with the Investment Advisers Act of 1940, as amended ("**Advisers Act**").

### ***Agreement if a Dispute Arises ("Arbitration Agreement")***

#### ***Scope of Arbitration Agreement***

To the fullest extent permitted by applicable law, all disputes and claims between you and Path and its Indemnified Persons will be resolved through binding individual arbitration unless you opt out of this Arbitration Agreement using the process explained below. The scope of this Arbitration Agreement will be construed as broadly as possible and applies to all disputes and claims between you and one or more of Path and its Indemnified Persons regardless of when the claim accrues or when it is brought. All issues are for the arbitrator to decide, except that issues relating to the validity, enforceability, and scope of this Arbitration Agreement, including the interpretation of the section of this Agreement entitled "Waiver of Right to Bring Class Action and Representative Claims" below, will be determined by a court and not the arbitrator.

This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act, and other applicable federal law.

#### *Right to Opt Out of This Arbitration Agreement*

You are not required to accept arbitration even though you must sign this Agreement to participate in the Program. You may opt out of this Arbitration Agreement within the first 60 days after you enter into this Agreement by sending Path an e-mail at [contact@origininvestments.com](mailto:contact@origininvestments.com) in connection that contains your printed name, the first five digits of your Social Security Number or taxpayer identification number, and the words “**Reject Arbitration.**” If you opt out of this Arbitration Agreement, any prior arbitration agreement shall remain in force and effect.

#### *How Arbitration Works*

Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website [www.adr.org](http://www.adr.org), or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Any arbitration hearing shall take place in Chicago, Illinois, unless you and Path otherwise mutually agree to a different venue.

#### *Waiver of Right to Bring Class Action and Representative Claims*

All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, including compensatory, statutory, and punitive damages; attorneys’ fees; and declaratory, injunctive, and equitable relief. However, any relief must be individualized to you and shall not affect any other client. The arbitrator is also empowered to resolve the dispute with the same defenses available in court, including but not limited to statutes of limitation. You and Path also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and Path **HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY, TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS ACTION ARBITRATION, TO ASSERT OR PARTICIPATE IN A PRIVATE ATTORNEY GENERAL LAWSUIT OR PRIVATE ATTORNEY GENERAL ARBITRATION, AND TO ASSERT OR PARTICIPATE IN ANY JOINT OR CONSOLIDATED LAWSUIT OR JOINT OR CONSOLIDATED ARBITRATION OF ANY KIND.** If a court decides that applicable law precludes enforcement of any of this section’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration. Path and its Indemnified Persons do not consent to, and the arbitrator shall not have authority to conduct, any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims, under any circumstance.

#### **Electronic Signature**

If you want to participate in the Program and have carefully reviewed this Agreement, including the ARBITRATION CLAUSE above, then please select the “I Agree” button on the Portal.

**BY SELECTING SUCH BUTTON, I AGREE TO ENTER INTO THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**