PILOT AGREEMENT

This Pilot Agreement (this "**Agreement**") This Agreement is entered into and made effective as of the date of the last signature of the Parties as set forth below, ("**Effective Date**"), by and between Autopilot Advisers, LLC (the "**Adviser**"), a Delaware limited liability company, with its principal offices at 575 Lexington Avenue, Suite 1400 New York, NY 10022, and the undersigned individual or entity (the "**Pilot**").

WHEREAS, the Adviser is an SEC-registered investment adviser that manages client portfolios utilizing Model Portfolios (as defined later);

WHEREAS, the Adviser operates an online service designed to enable third-party investment advisers and other individuals ("**Pilots**") to publish their investment models and strategies of securities ("**Model Portfolios**") on the Adviser's online platform ("**Marketplace**"), and (ii) access an online hosted dashboard ("**Portal**") to create and update its Model Portfolios and view data and other insights about such Model Portfolios (collectively, the "**Services**"); and

WHEREAS, the Pilot desires to supply the Adviser with one or more Model Portfolios for its use in managing its advisory client accounts ("**Client Accounts**") pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Responsibilities and Obligations of the Pilot.

(a) Services. The Pilot will provide Adviser with a list of proposed portfolio securities and their respective weightings for Adviser's consideration in the management of Client Accounts. Pilot will monitor, maintain, and update the Model Portfolio as reasonably necessary or appropriate and will promptly provide Adviser with the updated composition of the Model Portfolio in accordance with operating procedures determined by Adviser and communicated to the Pilot. Other than the Pilot's responsibilities to provide Adviser with the Model Portfolio, and to provide modification, updates and corrections to the Model Portfolio and such other information, or reports as expressly set forth herein, the Pilot shall have no authority or responsibility to manage the Client Accounts. The Pilot acknowledges and agrees that Adviser retains sole authority and responsibility for the management of the assets in Client Accounts.

(b) Reporting. The Pilot will provide the Adviser with such periodic reports concerning the Model Portfolio as may from time to time reasonably requested by the Adviser.

(c) Due Diligence. The Pilot shall cooperate with the Adviser as the Adviser conducts its ongoing due diligence of Pilot (following the due diligence that the Adviser has already conducted preceding the execution of this Agreement).

(d) The Pilot shall not have an investment advisory relationship with the Adviser's clients.

(e) The Pilot agrees that it shall not:

i. Provide individualized investment advice or recommendations to any client of the Adviser. This means the Pilot shall not tailor any model or communication to the needs of any specific client and shall not advise clients to take any action regarding their personal investment portfolio.

ii. Contact or respond to inquiries from the Adviser's clients regarding any Model Portfolio. If any client contacts the Pilot with questions about the model or their account, the Pilot will refer them to the Adviser without providing further information. The Pilot agrees not to solicit Adviser's clients for any reason without the prior written consent of the Adviser.

iii. Unless the Pilot is duly registered as an investment adviser with the SEC or State in which it does business, hold itself out as or use titles such as an "investment adviser," "investment adviser representative," "portfolio manager," "fund manager," "money manager," "sub-adviser," or any terminology that implies a direct advisory or fiduciary relationship with clients.

iv. Make any public statements or communications that references the Pilot's relationship with Adviser which is misleading, fraudulent, omits proper disclosures, or which may lead to violations of Federal securities laws. The Pilot may provide an endorsement regarding the Adviser and the relationship between the parties; provided, that the Pilot hereby acknowledges and agrees that the Pilot must make such disclosure, at the time the endorsement is made, in the form provided by the Adviser.

v. Execute transactions in securities maintained in the Model Portfolio for its own account or the accounts of others in advance of the delivery of updates to the Model Portfolio to the Adviser

vi. Exercise control over any client account or assume any duties that are the responsibilities of the Adviser (such as trade execution, suitability analysis for individual clients, or direct portfolio management for clients).

(f) The Pilot shall exercise reasonable care in creating the Model Portfolios and is responsible for ensuring that its Model Portfolios are accurate, current, and based on sound and prudent investment rationale.

(g) The Pilot shall follow and agrees to the Autopilot Marketplace Terms of Service, attached hereto as Exhibit A.

(h) The Pilot shall have submitted a completed Autopilot marketplace pilot application ("**Pilot Application**") through the Portal, which can be found here: [Pilot Application URL], by or prior to the Effective Date.

2. Grant of License to Model Portfolio.

(a) Subject to the terms and conditions of this Agreement, the Pilot hereby grants to Adviser a perpetual, revocable, non- exclusive, sub-licensable, royalty-free license to use the Model Portfolio in all countries of the world.

(b) The Pilot warrants that the Model Portfolios that it provides to the Adviser are its original creations and the Pilot has the full power and authority to grant the licenses provided herein. And that the granting of said licenses does not conflict with the rights granted by the Pilot to any third-party.

(c) The Pilot warrants and represents that it holds all necessary intellectual property rights in the Model Portfolio to grant the license rights granted to the Adviser hereunder. Furthermore, the Pilot warrants and represent that the Pilot has not brought a claim for infringement of its intellectual property rights with respect to the Model Portfolio and no facts are currently known to the Pilot regarding any such claim that may be brought.

(d) The Pilot understands Autopilot retains final discretion over Pilot portfolio, including without limitation, the imposition of client-imposed restrictions, and other changes to the Model Portfolio as may be required to comply with applicable law or regulation.

3. No Exclusivity.

This Agreement does not limit or restrict any director, officer, or employee of the Pilot from engaging in any other business or devoting his or her time and attention in part to managing or participating in any business, whether similar or dissimilar in nature. It also does not limit or restrict the Pilot from engaging in any other business or providing services of any kind to any corporation, firm, individual, or association; provided, however, that the Pilot may not engage in any other business activity or provide services which violate the Pilot's written compliance policies and procedures or applicable federal securities laws.

4. No Assignment; No Delegation.

This Agreement may not be "assigned" by the Pilot without the prior written consent of Adviser. The Pilot shall not delegate any of its duties under this Agreement to any person, including a company the Pilot controls, is controlled by, or is under common control with, or to a specified employee of any such company, without first obtaining the Adviser's prior written consent.

5. Independent Contractors.

The Pilot and the Adviser are engaged hereunder as independent contractors and, except as otherwise expressly provided in this Agreement, neither shall have authority to act for or represent each other in any way or be deemed to be an agent of the other.

6. Marketing.

The Pilot hereby grants Adviser a limited, non-exclusive, non-transferable, worldwide, royalty-free license to use the Pilot's name, logo, and other trademarks (collectively, the "**Pilot trademarks**") solely in connection with the inclusion of Pilot's Model Portfolios and related materials in the Marketplace, including, without limitation, related documentation, marketing materials, and promotional content. Such use may include distribution through print, digital, online, and social media channels.

7. Compensation.

(a) Pilot Fee. In accordance with the subscription pricing posted on the Portal from time to time, the Adviser shall pay to the Pilot, quarterly in arrears following the collection of subscription fees ("**Subscription Fee**") paid by the clients. The Pilot's fee is calculated as a percentage of the Subscription Fee paid by clients ("**Pilot Fee**"). The Adviser shall use reasonable best efforts to pay the Pilot Fee within thirty (30) days following the end of the calendar quarter that the Subscription Fee is collected by the Adviser. The Pilot shall establish and may modify the Subscription Fee in its sole discretion. The setting of the Subscription Fee and any adjustments shall be implemented by the Pilot through the Portal, and shall become effective upon update unless otherwise specified.

(b) Annual Marketplace Fees. No later than seven (7) days in advance of the anticipated date by which the Pilot intends to upload new Model Portfolios onto the Marketplace, the Pilot shall pay to the Adviser an annual onboarding fee (the "**Annual Fee**") in the amount specified in the Portal, which may be amended from time to time at the sole discretion of the Adviser. Thereafter, within forty-five (45) days following the end of each year for which a Model Portfolio provided by Pilot was available on the Marketplace, the Pilot shall pay the Adviser the recurring Annual Fee. The Adviser is hereby authorized to deduct outstanding Annual Fees from any Pilot Fees owed to the Pilot.

8. Limitation of Liability.

The Pilot shall not be liable for any error in judgment, mistake of law, or any loss incurred by Adviser in connection with matters covered by this Agreement, except where such loss results from the Pilot's willful misfeasance, bad faith, gross negligence, or reckless disregard of its obligations and duties under this Agreement. U.S. federal and state securities laws (including U.S. federal fiduciary duties) may impose liability under certain circumstances on persons that act in good faith. Nothing in this Section or this Agreement is intended to, or shall, constitute a waiver of any rights or remedies that the Pilot may have under applicable laws (including U.S. federal and state securities laws).

9. Representations and Warranties.

The Pilot represents and warrants that:

(a) it is an investment adviser registered under the Investment Advisers Act of 1940 or is exempt from registration pursuant to the "publisher's exemption" within the meaning of section 202(a)(11)(D) of the Investment Advisers Act;

(b) it has all governmental and regulatory licenses, registrations, consents and approvals required by law as may be necessary to perform its obligations under these terms and will not, by entering into these terms and performing its obligations hereunder, breach or cause to be breached any undertaking, agreement, contract, by-law or other organizational document, statute, rule or regulation of any court or any governmental body or administrative agency or self-regulatory authority having jurisdiction over it, or any order to which it is a party or by which it is bound;

(c) if the Pilot is duly registered as an investment adviser with the SEC or State in which it does business, to the extent required by applicable law, the Pilot maintains written compliance policies and procedures that are reasonably designed to comply with applicable federal securities laws and maintains all books and records that are required to be maintained in connection with the provision of services under this Agreement, which shall be timely furnished to Adviser upon request;

(d) the Pilot's delivery of the Model Portfolio will not violate any agreement that the Pilot is subject to or any portfolio holdings disclosure policy of any of the Pilot's other clients;

(e) the Pilot's Model Portfolio will comply in all material respects with applicable legal requirements at the time it is delivered to the Adviser and thereafter;

(f) the Pilot will comply with all applicable federal and state securities laws in connection with the provision of services under this Agreement;

(g) the Pilot is duly authorized and, if applicable, duly organized to operate under the laws of the State in which it does business and has the legal capacity to own and possess its assets, perform its obligations under this Agreement, and to carry on its business as it is now being conducted, whether incorporated or otherwise;

(h) the execution, delivery and performance of this Agreement is within the Pilot's powers and have been duly authorized by all necessary action and no action by or in respect of, or filing with, any governmental body, agency or official is required on the Pilot's part for the execution, delivery and performance of this Agreement, and the Pilot's execution, delivery and performance of this Agreement does not contravene or constitute a default under (i) any provision of applicable law, rule or regulation, (ii) the Pilot's governing instruments, or (iii) any agreement, judgment, injunction, order, decree or other instrument binding upon the Pilot;

(i) the Pilot will promptly notify Adviser of any material adverse change in its business that could significantly impair its ability to perform its duties under this Agreement.

(j) the Pilot expressly agrees that it shall not, directly or indirectly, engage in any activity that has the purpose or effect of manipulating the market price of any security included in the Model Portfolio or any related securities. This prohibition includes, without limitation, spreading false or misleading information, engaging in wash sales or matched orders, or creating a false appearance of active trading in a security.

(k) the Pilot acknowledges and agrees that it owes a duty of utmost good faith to its clients and will not engage in front-running or any similar practice. Front-running, in this context, refers to the illegal practice of entering into a trade or position in a security while holding material non-public information about a pending large order or trade in the same or a related security, with the expectation of profiting from the subsequent market movement caused by that large order or trade.

(l) the Pilot shall disclose any potential or actual conflicts of interest that may arise in connection with the Model Portfolio or its services, including instances where the Pilot or its personnel hold investments that are constituents of the Model Portfolio or may be affected by the Model Portfolio's rebalancing or adjustments.

(m) it is not subject to any disqualifying event under Section 206(4)-1 of the Investment Advisers Act of 1940, including, but not limited to, any disqualifying action by the SEC, such as an opinion or order that bars, suspends, or prohibits the party from serving in any capacity under the federal securities laws.

(n) these Terms and the Services do not conflict with or violate any contractual, fiduciary or any other obligations that the Pilot owes any other person or entity.

(o) the Pilot will at all times (i) refrain from engaging in any act or omission that causes or may cause the Pilot to become an "investment adviser representative" (as defined in 17 CFR § 275.203A-3(a)(1)) and (ii) provide only "impersonal investment advice" (as defined in 17 CFR § 275.203A-3(a)(3)(ii)).

10. <u>Pilot's Indemnity</u>.

The Pilot shall defend, indemnify and hold Adviser harmless from any and all claims, liability, damages, costs and expenses (including reasonable attorney's fees) and including, without limitation, from personal injury (including death) or property damage arising from: (i) any breach by the Pilot of its representations and warranties; (ii) any breach by the Pilot of any other of the Pilot's obligations under this Agreement; (iii) an claim by a third party for infringement or misappropriation of such third party's intellectual property rights as a result of the licensing or use of the Model Portfolio.

The Pilot shall promptly notify Adviser of any notice of a claim or suit covered by this indemnity and cooperate with Adviser in the defense of any such claim or suit. The Pilot shall have the right to have an attorney of its own choosing, at the Pilot's expense, participate with the Adviser in the defense of any such claim or suit.

Notwithstanding the foregoing, if the Pilot or Adviser becomes subject to a claim by a third party for infringement or misappropriation of such third party's intellectual property rights then in addition to the Pilot's indemnification obligations, Adviser may terminate this Agreement.

U.S. federal and state securities laws (including U.S. federal fiduciary duties) may impose liability under certain circumstances on persons that act in good faith. Nothing in this Section or this Agreement is intended to, or shall, constitute a waiver of any rights or remedies that the Pilot may have under applicable laws (including U.S. federal and state securities laws).

11. Duration and Termination of this Agreement; Survival.

This Agreement shall become effective as of the Effective Date and shall continue until terminated in accordance with this section.

(a) This Agreement may be terminated by the Adviser, at any time without penalty, upon written notice to the Pilot. The Pilot may also terminate this Agreement without penalty upon 90 days' prior written notice to the Adviser.

(b) The termination of this Agreement shall not relieve any party for liability for breach of this Agreement.

(c) Upon termination or expiration of this Agreement, Pilot shall, if directed by the Adviser:

i. implement a divestiture strategy designed to liquidate, reallocate, rebalance or realign assets of Model Portfolios within a defined timeframe and under guidelines determined by the Adviser.

ii. promptly terminate its access to and use of the Portal and disable any connections to the Portal.

iii. work in good faith to wind down their relationship in an expeditious and equitable manner, minimizing disruption in services to clients to the extent reasonably practicable.

12. Right to Set Off

Notwithstanding any provision to the contrary in this Agreement, the Adviser reserves the right, at any time and in its reasonable discretion, to withhold and set off against any amounts owed to the Pilot any losses incurred by the Adviser that are attributable to the Pilot.

13. Amendment of this Agreement.

Adviser may periodically modify this Agreement by providing an amended Agreement to Pilot at least thirty (30) days prior to the effective date of the amendment. If Pilot objects to the amendment, Pilot may terminate this Agreement as described in Section 12 above. If Pilot continues to use the services of Adviser after the effective date of any amendment, Pilot shall be deemed to have accepted the amended Agreement in its entirety.

14. Governing Law.

To the extent that state law shall not have been preempted by the laws of the United States, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof. In the event that any litigation shall be commenced with respect to this Agreement, each party consents to the non-exclusive jurisdiction of the federal district court for the State of New York.

15. Severability.

If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

16. Notices, Further Actions.

(a) Any notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by facsimile transmission followed by mailed copy, or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses or at such other address of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given as of the time of such mailing or delivery, as applicable.

(b) Each party covenants that it will, at any time and from time to time after the Effective Date, upon request, do execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, or delivered, all such further acts, instruments and assurances as may reasonably be required for the better granting, assuring, and confirming the rights and license of this Agreement.

17. Confidentiality.

Each party agrees to protect and preserve the confidentiality of all information and know-how made available under or in connection with this Agreement, or the parties' activities hereunder that is either designated as being confidential or which, by the nature of the circumstances surrounding the disclosure, is required, in good faith, to be treated as proprietary or confidential ("**Confidential Information**"). Confidential Information does not include information that: (a) is received from another party which, to the best of receiving party's knowledge, is not subject to confidentiality obligations; (b) the disclosing party discloses generally without any obligation of confidentiality; (c) is or subsequently becomes publicly available without the receiving party's breach of any obligation owed the disclosing party; or (d) is independently developed by the receiving party without reliance upon or use of any Confidential Information.

Nothing in this Section 17 of this Agreement shall prohibit or limit the Pilot from voluntarily (or upon request) communicating with, or providing information to, any governmental agency or regulator (including the SEC and the CFTC) regarding any potential violations of law, rule or regulation, or from making other disclosures that are protected under the whistleblower provisions of U.S. federal or state, or non-U.S., laws or regulations, nor does any provision herein require the Pilot to provide notice to, or seek consent from, Autopilot in connection with any such communication with, or provision of information to, a governmental agency or regulator (including the SEC and the CFTC), or the making of any such disclosures under whistleblower provisions.

The Adviser agrees to treat the Model Portfolio delivered to it as Confidential Information and agrees not to disclose or redistribute the Model Portfolio without the Pilot's prior written consent to such disclosure or redistribution.

18. Use of Names.

Neither party shall use the name, trademark or trade name of the other party or any of its affiliates or refer to the existence of this Agreement in any advertising, promotional or other material, whether in written, electronic or other form, distributed to any unaffiliated third party without obtaining specific prior written approval of the non-disclosing party.

Notwithstanding the foregoing, you agree that for so long as the Model Portfolio provided by you is used on the Adviser's website/mobile app, the Adviser shall have a non-exclusive, non-transferable, royalty-free license to reproduce, distribute, publicly display or otherwise use the Pilot's name, including any short form thereof, logo or other identifying mark, and trade name (collectively, the "**Licensed IP**") on its website and in advertising, promotional and marketing materials.

19. Survival.

The provisions of Sections 11 and 14 hereof shall survive the termination of this Agreement.

20. Headings.

The headings in this Agreement are included for convenience of reference only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect.

21. Counterparts.

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

Executed counterparts may be exchanged by e-mail in pdf or other electronic format reasonably acceptable to both Parties.

22. Miscellaneous.

This Agreement does not, and is not intended to, create any third-party beneficiary or otherwise confer rights, privileges, claims or remedies upon any shareholder or other person other than the parties their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Adviser hereto has caused this instrument to be executed by its officer designated below on the day and year first above written.

AUTOPILOT ADVISERS, LLC

By:_____

Name: John Hong

Title: Chief Compliance Officer

[PILOT]

By:_____

Name:

Title:

Date:

Exhibit A

Autopilot Marketplace Terms of Service

(see attached)