



ASPECT COMPLIANCE SERVICES ENGAGEMENT IN ASSOCIATION WITH REPOOL

This Compliance Services Engagement in Association with Repool (the “Aspect Agreement”), effective as of the Effective Date as indicated on the signature page, is entered into by Aspect Advisors LLC, a Delaware limited liability company (“Aspect”), and Client (as defined on the signature page to this agreement) who is, as of the Effective Date, also a client of Repool, Inc (“Repool”) pursuant to that certain Repool Statement of Work between Repool and Client. Aspect and the Client may each be referred to as a “Party” and, together, as the “Parties.”

1. Scope of Services. The Client hereby engages Aspect to perform the regulatory filing services described in Exhibit A of this Aspect Agreement (“Services”), as amended from time to time.

2. Term. The term of this Aspect Agreement will be for the completion of the project described in Exhibit A of this Aspect Agreement.

3. Compensation and Expenses. As compensation of the provision of the Services, Client will pay Aspect the fee specified in Exhibit B (the “Service Fee”), in arrears upon completion of the ADV filing. Aspect or its designee will invoice the Service Fee upon completion of the Services in Exhibit A and payment will be due upon receipt. **Such invoice shall be sent to, and paid by, Repool on Client’s behalf, in accordance with a Repool statement of work between Repool and Client; provided, however, that Client remains solely liable for payment in the event that Repool is unable to remit payment for such invoice or if such Repool statement of work is terminated for any reason.** Client agrees to notify Aspect of any dispute within 30 days. If it fails to do so, any claims it may have related to such invoices shall be waived. No restrictive language on checks, such as “payment in full” shall be valid or enforceable. Balances which are unpaid for more than 30 day are subject to a 1.5% monthly finance charge.

4. Aspect’s Role as a Compliance Consultant. Under this Aspect Agreement, Aspect will make recommendations to Client based on its professional judgment, however, Client acknowledges that it is solely responsible for its compliance with all laws and regulations to which it is subject. Client further acknowledges that it is responsible for (a) all actions taken by Client, (b) Client’s failure to take action related to implementing any directions, policies, and procedures, and (c) Client’s supervision of its owners, directors, managers, employees, representatives, contractors, agents and companies under direct or indirect control or common ownership (each an “Affiliate”). It remains Client’s responsibility to determine whether to implement Aspect’s recommendations and advice. Aspect is not responsible or liable for damages or liabilities that arise from or related to Client’s (x) improper implementation of any directions, policies, or procedures, (y) failure to properly supervise Client’s Affiliates, or (z) actions or failure to act related thereto. Further, Aspect does not provide legal or accounting services and no portion of the Services should be considered legal advice. While certain of Aspect’s employees are attorneys, none of them are providing advice to the Client or its Affiliates under this Aspect Agreement. Communications between Client, its Affiliates, Aspect, and/or Aspect’s employees are not protected by any privilege, attorney-client or otherwise. Aspect’s Affiliate, Cole-Frieman & Mallon LLP (“CFM”), is not a party to this Aspect Agreement and neither CFM nor any of its employees are providing advice to the Client or its Affiliates under this Aspect Agreement.

5. Information. To enable Aspect to perform the Services, Client will promptly supply Aspect with all necessary information and access to all necessary documentation in Client's possession, custody or under Client's control where reasonably requested by Aspect or which Client would reasonably expect to be relevant to the Aspect's performance of the Services (including relevant personnel under Client's control.) Client will use commercially reasonable efforts to ensure that all such information is and remains materially accurate and complete and shall promptly notify Aspect if it becomes aware that any such information is or has become inaccurate. Client acknowledges that Aspect may receive information from third party sources in the course of delivering the Services. To the fullest extent possible by law, Aspect will not be liable to Client for any loss or damage suffered by Client arising from fraud, misrepresentation, withholding of information material to the Services, provision of inaccurate or misleading information provided by any third party unless such fraud, misrepresentation, withholding, inaccuracy or such default is evident to Aspect, or should reasonably be, without further enquiry. Client is solely responsible for reviewing the accuracy of information and representations contained in each document that Aspect prepares or files for Client and promptly notifying Aspect of any inaccurate, conflicting, or incomplete information. Client will supply information in response to Aspect's enquiries and authorizes Aspect to obtain any references required to enable Aspect to comply with its statutory obligations relating to anti-money laundering (if any). Aspect will be entitled to make any further enquiries and obtain any references as it may from time to time consider reasonably necessary for continuing compliance with applicable legal obligations.

6. Liability and Indemnification. Neither Aspect nor any of its officers, directors, partners, employees or agents (the "Indemnified Parties") will be subject to any liability to the Client for any error of judgment, any mistake of law or any loss arising out of any act or omission in the course of, connected with, or arising out of any Services rendered under this Aspect Agreement, except by reason of willful misfeasance, bad faith, or gross negligence in the performance of Aspect's obligations hereunder. The Client will hold harmless and indemnify the Indemnified Parties against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) that the Indemnified Parties may suffer (whether as a witness or a party) relating to the Services or Aspect's obligations under this Aspect Agreement (a "Loss"), provided that Client will not be obligated to indemnify for any Loss if such Loss has been finally and judicially determined to have resulted from the willful misfeasance, bad faith or gross negligence of Aspect.

7. Independent Contractor. For all purposes of this Aspect Agreement and applicable law, Aspect and all of its Affiliates will be independent contractors and will not be employees of the Client. The Client and Aspect are neither partners or participants in a joint venture.

8. Provision of Services. Aspect may perform the services through any employee, officer, agent, or affiliate of Aspect.

9. Use of Name and Logo. Client shall not identify Aspect or any Aspect employee as being associated with or otherwise related to the Client in any manner without the prior written consent of Aspect.

10. Non-Solicitation. While this Aspect Agreement is in effect and for a period of 12 months following its termination, Client will not directly or indirectly solicit for employment or to retain as a consultant or independent contractor, , for itself or on behalf of any other person, any person who had been an employee of Aspect within the prior 12-month period without the prior written consent of Aspect.

The penalty for a violation of this provision is an amount equal to 45% of the respective person's annual compensation as an employee of Aspect.

11. Instructions. Client authorizes Aspect to act from time to time on instructions given to Client in any manner, including verbal, written and electronic, except in circumstances in which Aspect is aware that the person giving the instructions is not authorized to do so. If Aspect reasonably believes certain action needs to be taken by Aspect on Client's behalf in order to properly perform the Services, but no adequate or timely instructions have been received by Aspect, Aspect may (but is not required to) take whatever action it considers reasonably appropriate in the circumstances.

12. Modification; Waiver. Except as otherwise expressly provided herein, this Aspect Agreement may not be amended nor shall any provision of this Aspect Agreement be considered modified or waived unless the amendment, modification or waiver is evidenced in writing and signed by both Parties.

13. Termination.

(a) Either Party may terminate this Aspect Agreement upon written notice to the other Party. Termination will be effective on the latest of (a) ten business days from the effective date of the notice, (b) the end of the Initial Term, or (c) the date specified in the notice.

(b) If a Party commits a material breach of its obligations hereunder, and such breach, if subject to cure, is not cured within 10 days prior written notice thereof from the non-breaching Party, such non-breaching Party may terminate this Aspect Agreement with immediate effect by giving written notice of termination to the breaching Party.

(c) Upon termination of this Aspect Agreement, the Client shall remit to Aspect all Service Fees, Expenses, and other moneys accrued and due up to and including the date of termination, including any portion of the fees described in Exhibit B not yet paid. Notwithstanding anything to the contrary, Aspect reserves the right to terminate this Agreement and suspend services for Client's failure to pay fees 10 calendar days after such payments are due.

(d) Notwithstanding the foregoing, Aspect reserves the right to terminate this Aspect Agreement with immediate effect if, at its sole discretion, it determines that its continued provision of the Services creates a risk that it does not deemed to be acceptable (e.g. financial, legal, reputational, etc.).

14. Confidential Information. Each Party acknowledges that, during the term of this Aspect Agreement, it shall have access to confidential and proprietary information of the other Party. The Party receiving such information will not disclose or use that information other than as reasonably necessary to carry out the purposes of this Aspect Agreement, and will use commercially reasonable efforts to safeguard that information against loss, misappropriation, or inadvertent disclosure to unauthorized third parties. Notwithstanding the foregoing, each Party may disclose any information required to be disclosed by regulatory, administrative, supervisory, or judicial authorities. To the extent not prohibited by law or regulation, each Party will notify the other of any such request prior to providing such information. All copyrighted materials made available to Client by Aspect are licensed to the Client on a non-exclusive, limited-use basis. The license will immediately terminate with no further action required by Aspect upon termination of this Aspect Agreement by either Party. A breach of this Section will result in irreparable harm to the non-defaulting Party and such Party cannot be reasonably or adequately compensated in damages. Therefore, the non-defaulting Party will be entitled to equitable remedies, including injunctive

relief without the necessity of posting a bond, to prevent a breach or prospective breach and to secure enforcement thereof, in addition to any other relief and award. This Section shall survive any termination of this Aspect Agreement.

15. Notices. Except as otherwise specifically provided herein, all communications under this Aspect Agreement must be in writing and shall be deemed duly given and received when delivered, when sent by email with confirmation of receipt, or three days after being deposited for next-day delivery with an internationally recognized international delivery service, properly addressed to the Party to receive such notice at the following address, or such address that any Party may designate by notice to the other. A Party may change its contact information by sending proper notice to the other Party consistent with this Section.

16. Governing Law. This Aspect Agreement and the rights of the Parties hereto shall be governed by, and interpreted in accordance with, the laws of the State of New York.

17. Arbitration; Jurisdiction. The Parties agree that any dispute between the Parties relating to the validity, enforceability or interpretation of this Aspect Agreement and any related agreements, or rights of the Parties hereunder or thereunder, which the Parties are unable within a reasonable period of time to settle amicably, shall be resolved exclusively through binding arbitration, and either Party may serve notice on the other requiring the matter to be referred for final determination through arbitration. Such arbitration shall be held in New York, New York and shall be conducted before a sole arbitrator. The arbitration will be administered by Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered into any court having jurisdiction. The Parties agree that such arbitration will be conducted by a retired judge who is experienced in dispute resolution regarding the securities industry, pre-arbitration discovery will be limited to the greatest extent provided by the rules of JAMS, the arbitration award will not include factual findings or conclusions of law, and no punitive damages will be awarded. Any award rendered by the Arbitrator shall be final and binding, and judgement may be entered thereon in any court of competent jurisdiction in New York County.

18. Severability. Whenever possible, each provision of this Aspect Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Aspect Agreement should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Aspect Agreement.

19. Assignment. Neither this Aspect Agreement nor any of the rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

20. Successors. This Aspect Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and permitted assigns.

21. Other Agreements Superseded. This Aspect Agreement supersedes in their entirety all prior written and oral agreements and understandings between the Parties relating to the Services and the subject matter hereof. No inducement or condition not set forth in this Aspect Agreement has been made or relied upon.

22. Counterparts and Electronic Delivery. This Aspect Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument. The Parties may execute this Aspect Agreement by email exchange of scanned .pdf signatures or using electronic signature technology and agree that such exchange of scanned .pdf signatures or electronic exchange of signatures shall be valid and binding to the same extent as an original signature.

(signature page appears separately)



EXHIBIT A - SERVICES

Aspect shall provide Client with the compliance services listed below and as indicated as purchased by Client on the signature page to the Aspect Agreement during the term of the contract. For clarity, if either of (A) or (B) below are not indicated on the signature page, then that such service is not being provided under this Aspect agreement.

Compliance Services:

(A) **“ERA Adviser Related Filing Services.”** ERA ADV Filing Services means:

- Initial and annual renewal Form ADV filing for an Exempt Reporting Adviser
- Preparing drafts of the Exempt Reporting Adviser ADV for client review
- Coordinating with relevant vendors to compile filing data
- Filing initial and annual renewal ADV in IARD after client approval

(B) **“U.S Security Offering Related Filing Services.”** U.S. Security Offering Related Filing Services means:

- Assisting Client with gaining access to EDGAR; preparation and submission of Form ID
- Drafting and submission of initial and renewal Form D filing(s)
- Determining Blue Sky filing requirements in states in which Client has investors
- Drafting and submitting Blue Sky filings in jurisdictions in which Client has investors



EXHIBIT B – FEES AND RATES

The following fees and rates are provided to Client in connection with Client being engaged with Repool, Inc., pursuant to a Repool Statement of Work. Notwithstanding the terms of the Aspect Agreement, should Client cease to be a client of Repool, Inc. pursuant to that certain Repool Statement of Work between Repool and Client, Aspect may, at its discretion, these fees and rates shall automatically double on the next applicable anniversary of the Effective Date; provided, that Aspect provides Client thirty (30) days prior written notice.

(A) ERA Adviser Related Filing Services Fees:

- Base Fee: \$1,000 **(due upon completion of the filing)**
- Additional Entity* Fee: \$150 per additional entity **(due upon completion of the filing)**

**For clients with more than 1 entity listed in ADV Section 7B: Private Funds, there will be an additional \$150 per entity (Series, Parallel, SPVs.) Blocker entities will not need the additional \$150/entity fee.*

Fee Calculation Example: Sample Company Management needs to file an annual ADV amendment and has contracted with Aspect Advisors to complete the requirement. They have three funds Fund I, Fund II, and Fund III. The base filing fee covers the ADV filing and Fund I, an additional \$300 (\$150 x 2) is billed for the other two funds. The total filing cost is \$1,300.

(B) U.S Security Offering Related Filing Services Fees:

- Base Fee: \$1,000 per Private Fund / vehicle **(due upon completion of the filings)**
- Additional \$200 for Blue-Sky filing in Arizona per Private Fund / vehicle **(due upon completion of the filing(s))**

In the event that Repool is unable, for any reason, to remit payment on Client's behalf, all payments due under this Aspect Agreement shall be wired to the following account:

Bank: JP Morgan Chase Bank, N.A.
Address: 401 California Street, San Francisco, CA 94104
Routing: 021000021
Account: 370323799