



Item 1 – Cover Page

**Form ADV Part 2A Appendix 1
Wrap Fee Program Brochure**

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This wrap fee program Brochure (the “Wrap Fee Program Brochure”) provides information about the qualifications and business practices of Albert Investments, LLC (“the Firm”). If you have any questions about the contents of this Wrap Fee Program Brochure, please contact the Firm at the address listed above. The information in this Wrap Fee Program Brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.

Albert is a registered investment adviser with the SEC. Registration of an investment adviser does not imply any certain level of skill or training.

Additional information about Albert is also available on the SEC’s website at www.adviserinfo.sec.gov.

Item 2 – Material Changes

Since the last annual amendment, the following material changes have been made to this Wrap Fee Program Brochure:

- Item 4.C – Fees: The monthly fee range and the payment of fees for the Albert Genius subscription has been updated.

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Item 4 – Services, Fees and Compensation

A. General Information

Albert Investments, LLC (the “**Firm**”) is a Delaware limited liability company formed in June 2018. The Firm is wholly owned by Albert Corporation (together with the Firm, (“**Albert**”). Albert maintains a mobile application that allows customers to connect their financial accounts (the “**Albert App**”). Albert uses algorithms to analyze customers’ income, spending, budget and overall financial health to find ways to save money and improve their financial well-being. **Albert Genius** is a service of the Albert App that allows customers to communicate with Albert’s financial concierges (the “**Geniuses**”) for guidance and help with personal financial matters. Albert’s investing service (“**Albert Investing**”) allows customers to invest in diversified, low-cost investments directly through the Albert App. Albert Investing is integrated with Albert Genius, meaning Albert Investing is not a stand-alone product; but, rather, is available to all Albert Genius customers. With this integration, customers who so choose (the “**Clients**”) may elect to receive guidance and assistance with their investments. The Firm serves as the investment manager to the Clients, and all investment advice offered or provided by Albert, Albert Genius and the Albert App is provided solely by the Firm.

Albert’s Geniuses provide financial planning advice and encourage Clients to make changes to save money, accomplish personal financial goals, and improve their financial well-being. The Geniuses provide Clients with guidance on investment planning, retirement planning, insurance, estate planning, wealth accumulation, and savings, among other personal finance topics. Guidance is communicated by the Geniuses via text message or through materials posted in the Albert App on various financial products. Geniuses may refer Clients to third-party product partners or make recommendations on which financial products to use in order to help achieve each Client’s financial objectives. Ultimately, Clients are free to choose the products and issuers to use for their financial goals. Investment advice is offered by the Firm through Albert Investing.

Albert will automatically manage a Client’s portfolio based on an algorithm that evaluates the Client’s risk profile and selects appropriate investments for that Client (the “**Discretionary Services**”). Discretionary Services are provided through a wrap fee program. This Wrap Fee Program Brochure describes Albert’s wrap fee program (the “**Albert Wrap Fee Program**”). Please refer to the description of the Albert Wrap Fee Program below for information on how Albert tailors advisory services to individual Client needs.

B. Program Description and Investment Strategy

Program Description

This Wrap Fee Program Brochure is provided to help Clients understand the nature of the advisory services offered by the Firm, whether the advisory services offered by Albert are

right for the Client, and the potential conflicts of interest associated with the Client's participation in the Albert Wrap Fee Program. Clients should review this Wrap Fee Program Brochure carefully.

As described above, Discretionary Services are offered through the Albert Wrap Fee Program. The Firm is the sponsor and portfolio manager for the Albert Wrap Fee Program. In general, wrap fee programs allow clients to pay a single fee (the "**Wrap Fee**") which covers management fees, trading commissions, fees for brokerage and other administrative and advisory services provided by an investment adviser or the custodian. Clients are generally not charged separate fees for the respective components of the total services. Because wrap fee program advisers typically absorb client transaction fees, an incentive exists to limit trading activities in the wrap fee account. Depending on the wrap fee account, Clients may also pay more for using a wrap fee program than they would for using non-wrap fee program services.

Under the Albert Wrap Fee Program, Albert absorbs the Wrap Fee entirely, meaning Albert's Clients pay only the fee for Albert Genius, as described in Item 5 of the Brochure and herein, and do not pay the Wrap Fee. If in the future Albert changes the fee structure or charges Clients the Wrap Fee, this Wrap Fee Program Brochure and the Brochure will be appropriately amended.

Investment Strategy

Albert uses its internal algorithms to evaluate a Client's risk profile in order to develop a target asset allocation and then construct, revise and recommend portfolios comprised of equity and fixed-income exchange traded funds ("ETFs") designed to meet the Client's objectives. Each Client account will be managed in accordance with that Client's risk profile and Albert will use its internal algorithm to monitor the Clients' account performance on an ongoing basis and periodically rebalance the portfolio as required by changes in market conditions and/or a Client's financial circumstances. The Geniuses will assist Clients with questions related to their investments such as performance, risk, asset allocation choices, and integration within a larger financial plan. They will also assist with general investment questions like defining and applying investment terminology, comparing types of investment accounts, and defining and comparing types of investments. All questions are currently answered via text message; however, they may be answered via phone or in person in the future.

The Firm requires Clients to electronically sign an advisory agreement to receive investment advisory services (the "**Advisory Agreement**"). Clients will receive the Firm's Form ADV, including the Brochure, Brochure Supplements and the Wrap Fee Program Brochure, and privacy policy through the Albert App and/or other electronic communication.

Investment Discretion

When Clients choose to use Discretionary Services, the Firm places such Clients in the Albert Wrap Fee Program. Albert has discretionary authority to manage assets on behalf of such

Clients. Discretionary trading authority permits Albert to make trades in Client accounts on the Clients' behalf, so that Albert may maintain the Client's portfolio and make ongoing changes as Albert believes appropriate. Those changes may include rebalancing of the portfolio based on Albert's algorithm.

Account Additions and Withdrawals

Clients may add to and withdraw from their account at any time, subject to Albert's right to terminate a Client's account. Additions to an account must be done via bank transfer. Please note that the withdrawal of assets may impair the achievement of a Client's investment objectives. Clients are advised that when cash is withdrawn, they may be subject to transaction fees, and/or tax ramifications.

C. Fees

As stated above, Albert absorbs the Wrap Fee entirely, meaning Albert's Clients do not pay the Wrap Fee, but instead, pay only for the Albert Genius subscription, as described herein. Customers choose to pay what they think is a fair price for Albert Genius. Albert Genius subscription ranges from \$6.00-\$16.00 per month. Changes to the minimum monthly payment may be based on user engagement levels or other metrics, the state of Albert's technology platform, or any incentive or discount programs that the Firm may offer. At the Firm's sole discretion, the minimum monthly payment may be waived from time to time and/or discounted based on individual Client circumstances.

Clients should consider that, depending on the amount of activity in a Client's account and the value of custodial, trade execution, advisory, and other services that are provided under the arrangement, the Albert Genius subscription paid by Clients as described herein and the Brochure may or may not exceed the aggregate cost of such services if they were to be provided separately or by others.

Clients connect their bank account to the Albert App. Clients may have more than one account connected to the Albert app, but indicate the primary account to be used for payment of the Albert Genius subscription fee. The payment of the Albert Genius subscription is through an ACH debit or electronic funds transfer. Generally, the Albert Genius subscription payment is debited on or after the due date until the customer cancels the service or closes the Albert account. Provided that Albert has received affirmative consent from the Client, if the primary bank account has insufficient funds, Albert may debit any other bank account Clients have connected to Albert, including the Client's Albert Cash or Albert Savings account for the amount of the Albert Genius subscription payment. The Albert Genius subscription payment is never debited from Client assets invested through Albert Investing. Clients choose whether they pay the Albert Genius subscription monthly or annually. With respect to Clients who pay monthly, Albert deducts the fee, in arrears, on a rolling thirty (30)-day basis, which means that the fee will not be charged on the same day every month. With respect to Clients who pay the fee annually, Albert deducts the fee for the full twelve (12) months at the time the

Client signs up for the services and agrees to Albert's Terms of Use. Client may cancel their subscription at any time. If Albert Genius is terminated during the year, Clients will receive a prorated refund of fees for the unused months.

D. Brokerage and Custody Services

Brokerage Services

Clients must establish a brokerage relationship with Albert Securities, LLC ("Albert Securities"), a registered broker-dealer and affiliate of Albert Investments. By entering into an Advisory Agreement with Albert, Clients authorize and direct Albert to introduce all securities transactions in Clients' accounts through Albert Securities. Albert Securities exercises no discretion in determining if and when trades are placed; it introduces trades only at the direction of Albert Investments, for discretionary accounts, and at the direction of the Client, for non-discretionary accounts.

Clients must establish a brokerage relationship with Apex Clearing Corporation ("Apex"), an SEC registered broker-dealer and FINRA member. By entering into an Advisory Agreement with Albert, Clients authorize and direct Albert to execute all securities transactions in Clients' accounts through Apex.

As such, Albert Securities will maintain all Client accounts and execute all securities transactions in Client accounts without separate commission costs or other fees. Apex exercises no discretion in determining if and when trades are placed; it places trades only at the direction of Albert. Albert's procedures are designed to make every attempt to obtain the best execution possible, although there can be no assurance that it can be obtained. Albert places aggregated orders involving multiple Client accounts trading in the same securities. Each Client that participates in an aggregated transaction will participate at the average share price for transactions in the aggregated order. Clients should understand that the appointment of Albert Securities as the sole introducing broker and Apex as the sole executing broker for their accounts under the Albert Wrap Fee Program may result in disadvantages to the Client as a possible result of less favorable executions than may be available through the use of a different broker-dealer.

Custody

The Firm does not maintain custody of Client assets. Client assets are maintained in an account at a "qualified custodian," Apex. As stated above, the Firm does not charge Clients the Wrap Fee or otherwise deduct fees from Client assets. If in the future the Firm charges Clients the Wrap Fee and deducts fees from Client assets, this Wrap Fee Program Brochure will be appropriately amended.

Clients receive at least quarterly account statements directly from their custodians, listing account balance(s), transaction history and any fee debits or other fees taken out of the account. Upon opening an account with a qualified custodian on a Client's behalf, the Firm promptly notifies the Client in writing of the qualified custodian's contact information. All Clients are advised to review their account statements promptly to confirm the accuracy of the information contained.

Item 5 – Account Requirements and Types of Clients

Albert provides investment advice to individuals and high net worth individuals. There is no minimum amount required to use Albert Investing. Discretionary Services are provided through the Albert Wrap Fee Program, as described herein.

Item 6 – Portfolio Manager Selection and Evaluation

A. Portfolio Manager Selection and Evaluation

Albert directly manages the portfolios of Clients pursuant to each Client's Advisory Agreement. Geniuses that provide Clients with investment advice are registered Investment Adviser Representatives ("IARs") along with certain other Firm employees that provide investment advisory services to Clients. A conflict may arise in that other investment advisory firms may charge the same or lower fees than Albert for similar services. Albert's IARs may also be subject to individual licensing requirements imposed by state securities boards. Albert is required to confirm or update each IAR's Form U4 on an annual basis. In addition to the licensing requirements detailed above, Albert's IARs are subject to ongoing supervision and surveillance by the Firm to ensure their investment advisory services and recommendations remain consistent with Albert's established policies and procedures.

B. Investment Strategies and Methods of Analysis

The Firm conducts investment research using publicly available information. Albert uses proprietary algorithms to analyze Clients' risk profiles to construct, revise and recommend portfolios with target asset allocations comprised of equity and fixed-income ETFs..

C. Risks of Investments and of Strategies Utilized

Investing in securities involves risk of loss that Clients should be prepared to bear.

Investment and trading risk factors may include:

Risk of Loss. Investing in securities involves risk of loss that you should be prepared to bear. We do not represent or guarantee that our services or methods of analysis can or will predict future results, successfully identify market tops or bottoms, or insulate clients from losses

due to market corrections or declines. We cannot offer any guarantees or promises that your financial goals and objectives will be met. Past performance is in no way an indication of future performance.

Market Risk: The price of a security, mutual fund and/or exchange-traded fund may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors independent of a security's particular underlying circumstances. For example, political, economic and social conditions may trigger market events.

Price Volatility: The price of an investment product's shares may fluctuate, even significantly, in a short period of time.

Equity Securities: Investing in individual companies involves investments in common stocks and is subject to the volatility and individual risks associated with those stocks.

Concentration of Investments. The portfolios will typically hold a relatively small number of security positions, which will expose the portfolio to the particular industry or market sector the security represents and the value of the specific company. Losses in one or more positions, or a downturn in an industry or market sector in which the company participates, could adversely affect the portfolio's performance in a particular period.

Long-Term Purchases. Long-term purchases are securities purchased with the expectation that the value of those securities will grow or generate returns through dividends or interest payments over a relatively long period of time, generally greater than one year. Using a long-term purchase strategy generally assumes the financial markets will go up in the long-term, which may not be the case. There is also the risk that the segment of the market that you are invested in or the particular investment will go down over time even if the overall financial markets advance. Purchasing investments long-term may create an opportunity cost - "locking-up" assets that may be better utilized in the short-term in other investments.

Hedging. Although hedging strategies in general are usually intended to limit or reduce investment risk, they may not achieve the anticipated effect. In fact, they may result in poorer overall performance for the portfolio than it could have achieved had it not engaged in such hedging transactions. Furthermore, the portfolio will always be exposed to risks that cannot be hedged.

Mutual Funds and Exchange Traded Funds: Mutual funds and ETFs are professionally managed collective investment systems that pool money from many investors and invest in stocks, bonds, short-term money market instruments, other mutual funds, other securities, or any combination thereof. The fund will have a manager that trades the fund's investments in accordance with the fund's investment objective. While mutual funds and ETFs generally provide diversification, risks can be significantly increased if the fund is concentrated in a particular sector of the market, primarily invests in small cap or speculative companies, uses leverage (i.e., borrows money) to a significant degree, or concentrates in a particular type of security (i.e., equities) rather than balancing the fund with different types of securities. ETFs differ from mutual funds since they can be bought and sold throughout the day like stock and

their price can fluctuate throughout the day. The returns on mutual funds and ETFs can be reduced by the costs to manage the funds. Also, while some mutual funds are "no load" and charge no fee to buy into, or sell out of, the fund, other types of mutual funds do charge such fees which can also reduce returns. Mutual funds can also be "closed end" or "open end". So-called "open end" mutual funds continue to allow in new investors indefinitely whereas "closed end" funds have a fixed number of shares to sell which can limit their availability to new investors.

Exchange Traded Funds Specifically: ETFs are designed to track the performance of a benchmark index. Shareholders are subject to the risks stemming from the individual issuers of the fund's underlying portfolio securities. Shares of ETFs are listed on securities exchanges and transacted at negotiated prices in the secondary market. Generally, ETF shares trade at or near their most recent net asset value ("NAV"), which is generally calculated at least once daily for indexed based ETFs and potentially more frequently for actively managed ETFs.

Reliance on Algorithms: Albert uses proprietary algorithms, designed by its professionals, to analyze Clients' risk profiles to construct, revise and recommend portfolios with target asset allocations comprised of equity and fixed-income ETFs. The models are complex computer programs incorporating various signals and factors with a view to constructing, revising and recommending portfolios in pursuit of the Client's investment objectives. The Firm cannot guarantee that the algorithms used will indeed function as intended or that they will produce profits on investments as implemented. The quantitative strategies utilized by the Firm have inherent limitations, including the possibility of human error in the design, data input or implementation process; imperfections of a model that may result in a failure to keep up with changes in the markets and the unpredictable behavior of market participants over time. The risk of errors, malfunctions and anomalies is inherent in each component of the programming process, how those components function together, and how the program absorbs data points provided by the Client and interpreted by the Firm. In addition, any portfolio manager judgment made during the process of providing investment advice is based on human skills and abilities similar to non-quantitative investing, with all the risks, potential errors or miscalculations that any asset or portfolio manager faces.

Automated Investment Recommendations: Albert relies on static questionnaires consisting of a limited number of questions and data points provided by the Client that serves as a basis for its investment recommendations. Such items are limited in nature and may, or may not accurately, capture an individual Client's needs.

The foregoing risks do not purport to be a complete explanation of all the risks involved in investing with the Firm. Clients should read the entire Brochure, the Advisory Agreement, and other materials that may be provided by the Firm and consult with their own advisers prior to engaging the Firm's services.

Item 7 – Client Information Provided to Portfolio Managers

At account opening, Clients provide their age, financial condition, employment status, investment objectives, time horizon, and risk tolerance, which Albert's algorithm then considers in order to construct, revise and recommend portfolios with target asset allocations comprised of equity and fixed-income ETFs. Client accounts will be managed in accordance with their risk profile and Albert will use its internal algorithm to monitor each Client's account performance on an ongoing basis and rebalance the portfolio as required by changes in market conditions and/or a Client's financial circumstances. On a periodic basis, Albert asks Clients to update their profile.

Item 8 – Client Contact with Portfolio Managers

Clients are always encouraged to contact the Geniuses with any questions or concerns about their account or other matters. Geniuses are available to answer questions via text message; however, they may be answered via phone or in person in the future.

Item 9 – Additional Information

A. Disciplinary Information

The Firm and its management persons have not been a party to any legal or disciplinary events that would be material to a Client's, or prospective Client's, evaluation of its investment advisory business or the integrity of its management.

B. Other Financial Industry Activities and Affiliations

Other Financial Industry Activities and Affiliations

Albert Insurance

Albert Insurance Services, LLC ("**Albert Insurance**"), a subsidiary of the Firm's parent company, Albert Corporation, and an affiliate of the Firm is a licensed insurance broker in multiple states.

As part of the financial advice provided by the Geniuses, Albert may refer Clients to third-party product partners who provide financial products such as loans or insurance products (through Albert Insurance). Because Albert may receive compensation for these referrals, there may be an incentive to refer products offered by these third-party product partners over products offered by other companies which may provide similar services and/or lower fees.

Albert Cash

Albert Cash, LLC ("**Albert Cash**"), a subsidiary of the Firm's parent company, Albert Corporation, offers a debit card and mobile banking program. Albert Cash allows users to send and receive money via ACH, receive direct payments made to the user by their employer, automatically transfer funds into their Albert Investing or Savings account, and use their Albert Cash card to make purchases as further described in Albert's Terms of Use available on its website and the Albert App, as amended from time to time. To create an Albert Cash account, the user must enter into a cardholder agreement with Sutton Bank ("Cardholder Agreement"). This Cardholder Agreement is between the user and Sutton Bank, not Albert. Neither the Firm nor Albert have custody over assets held at Sutton Bank under Albert Cash accounts.

Albert Savings

The Firm has a free savings account program, "Albert Savings." The funds in a user's Albert Savings account are FDIC-insured through our partner banks, Wells Fargo, N.A., Coastal Community Bank, or Axos Bank, as applicable. Albert may from time to time move the funds held in a user's Albert Savings Account to or from other FDIC-insured banks. The user's funds and the funds of all other participants in Albert Savings are held in the name of Albert Corporation as custodian for the user's benefit and the benefit of those other participants. Albert's system keeps track of how much money belongs to each user. The user is the legal owner of funds the user deposits in the Albert Savings account. Albert is not a bank and Albert has no ownership of any funds in the Albert Savings account.

Albert Securities

Albert Securities, LLC ("**Albert Securities**"), a subsidiary of the Firm's parent company, Albert Corporation, and an affiliate of the Firm, has registered as a broker dealer and is a member of FINRA. Albert Securities will be an introducing broker of Albert Investing Clients' trades. Albert Securities will maintain all client accounts and execute all securities transactions in client accounts without separate commission costs or other fees. Albert Securities exercises no discretion in determining if and when trades are placed; it places trades only at the direction of the Firm, for discretionary accounts, and at the direction of the Client, for non-discretionary accounts. The Firm's procedures are designed to make every attempt to obtain the best execution possible, although there can be no assurance that it can be obtained. Clients should understand that the appointment of Albert Securities as the sole introducing broker for their accounts under this Wrap Fee Program may result in disadvantages to the client as a possible result of less favorable executions than may be available through the use of a different broker-dealer.

Material Advisory Business Relationships or Arrangements

Due to the nature of the Albert App, as described in Item 4, there may be a potential conflict of interest in those situations when Albert Genius customers are referred to the Albert Investing product. However, the Firm believes this potential conflict is mitigated because the Firm does not charge Clients any additional fees, including management fees, for the Non-Discretionary and/or Discretionary Services offered by the Firm. Since Albert Investing is fully integrated with Albert Genius, Clients are only required to pay the fee for Albert Genius in order to have access to the Albert Investing product.

During the normal course of operations, the Firm's investment personnel may spend an immaterial amount of time assisting users with the above product lines. The Firm has internal policies and procedures to address actual and potential conflicts of interest that may arise from the foregoing relationships and affiliations.

Selection of Other Investment Advisers or Managers

The Firm does not refer or select other investment advisers or managers for Client accounts.

C. Code of Ethics

The Firm has adopted a Code of Ethics (the "**Code**") pursuant to Rule 204A-1 under the Advisers Act, as amended. The Code governs the activities of each member, officer, director and employee of the Firm (collectively, "**Employees**"). The Firm holds its Employees to a high standard of integrity and business practices that reflects its fiduciary duty to Clients. In serving its Clients, the Firm strives to avoid conflicts of interest or the appearance of conflicts of interest in connection with the personal trading activities of its Employees and Client securities transactions. When persons covered by the Code engage in personal securities transactions, they must adhere to the following general principles as well as to the Code's specific provisions: (a) at all times the interests of the Client must be paramount; (b) personal transactions must be conducted consistent with the Code in manner that avoids any actual or potential conflict of interest; and (c) no advantage should be taken of any position of trust and responsibility. Employees covered by the Code have certain trading restrictions and reporting obligations of their personal securities transactions. Each Employee is provided with a copy of the Code and must annually certify that he or she has received it and has complied with its provisions. In addition, any Employee who becomes aware of any potential violation of the Code is obligated to report the potential violation to the Chief Compliance Officer.

The Firm will provide a copy of its Code to Clients and prospective clients upon request. Such a request may be made by submitting a request to the Firm via email at the email address on the cover page to this Wrap Fee Brochure.

Recommendations Involving Material Financial Interests

Neither the Firm nor its related persons recommends to Clients, or buys or sells for Client accounts, securities in which the Firm or a related person has a material financial interest.

Investing Personal Money in the Same Securities as Clients

Albert, its Employees and/or related persons may (i) buy or sell in the same securities as Clients for their personal accounts, (ii) have holdings in the same instruments that the Firm buys or sells for Client accounts, and (iii) own securities, or options on securities, of issuers whose securities are subsequently bought for Client accounts because of the Firm's recommendations regarding a particular security. In such instances, Albert, its Employees and its related persons may have a financial incentive to buy or sell such securities for Client accounts. Albert believes this incentive is limited because the Firm generally recommends highly liquid ETFs, US exchange traded equities, and other investment products to its Clients, and because such transactions are unlikely to materially impact the price of such products. To address this potential conflict of interest, the Firm requires Employees designated as Access Persons to sign and adhere to the Code and to report personal securities holdings and transactions to the Firm. The Chief Compliance Officer is responsible for conducting a review of and documenting situations that could be construed as conflicts of interest.

D. Client Referrals and Other Compensation

Currently, neither the Firm nor its related persons directly or indirectly compensates any person who is not supervisory personnel for Client referrals. If in the future the Firm enters into such arrangements, this Wrap Fee Program Brochure will be appropriately amended.

E. Review of Accounts

The Firm's internal algorithms review Client accounts on an ongoing basis to ensure consistency between the Client's risk profile, investment strategy and performance objectives. Asset allocation, cash management, market prospects and individual issue prospects are considered. Reviews may take place more frequently if triggered by economic, market, or political conditions. Clients may view their account at any time in the Albert App. The Client's custodian provides quarterly statements to Clients showing the assets held in each Client account, the market value, and each account's performance for the quarter. The Firm may provide additional market commentary and/or other materials to Clients. Albert urges Clients to carefully review statements received from the custodian and compare them to materials received from the Firm.

F. Proxy Voting

The Firm does not vote proxies on behalf of Client accounts. Clients will receive proxy materials directly from the account custodian and are solely responsible for voting such proxies. At the Client's request, the Firm may offer to Clients advice regarding corporate actions and the exercise of their proxy voting rights. In the event that the Firm inadvertently receives any written or electronic proxy materials, the Firm will forward them directly to the Client.

G. Financial Information

At this time, neither the Firm nor its management persons have any financial conditions that are reasonably likely to impair its ability to meet contractual commitments to Clients.

H. Termination of Advisory Relationship

Client agreements may be canceled at any time, by either party, for any reason upon notice in accordance with the applicable Advisory Agreement.

I. Privacy Policy

Albert is committed to protecting our clients' private information. Albert has instituted policies and procedures to ensure that customer information is kept private and secure. Albert does not disclose any non-public personal information about its customers or former customers to any non-affiliated third parties except as required by or permitted by law or agreed to by the client or as otherwise disclosed in Albert's Privacy Policy. In the course of servicing a Client account, Albert may share some information with its service providers, such as transfer agents, custodians, broker-dealers, accountants, and attorneys. Albert restricts internal access to nonpublic personal information to those employees who need access to such information in order to provide products or services to a particular client. Albert also maintains physical, electronic, and procedural safeguards to protect client information. A copy of the Albert's Privacy Policy is available on the Albert website at <https://albert.com/privacy/>.

J. Client Referrals and Other Compensation

The Firm's "refer a friend" or similar program offers compensation to current clients and solicitors for referring new clients to the Albert Genius service. It is noted that referred clients who sign up for Albert Genius may or may not turn on the Albert Investing product. Both the client referee and client referrer are eligible to receive a cash bonus in their Albert Savings account if the referee remains a paying subscriber of Albert Genius for 90 days. The Firm may also offer more favorable fee arrangements and/or reduced or waived advisory fees for both the referring client and the referred client for each referral.

New clients are advised of the compensation before opening the account. Referring clients and solicitors must adhere to terms and conditions established by the Firm and set forth in an agreement with the Firm in accordance with Securities and Exchange Commission Rule 206(4)-3 under the Investment Advisers Act of 1940. Referrals can only be made within the Albert App or website. Clients are not charged any fee or other costs for being referred to the Firm by a current client, marketer or solicitor.

These arrangements may create an incentive for a third party or other existing client to refer prospective clients to the Firm, even if the third party would otherwise not make the referral. These arrangements may also create a conflict of interest for a client to maintain a certain

level of assets managed through the Firm if doing so would result in eligibility to receive an incentive, bonus or additional compensation.