

**InvestPlex LLC**

**Investor Services Agreement**

**Effective: April 29, 2017**

## **Investor Services Agreement**

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This Investor Services Agreement (the "Agreement"), is by and between InvestPlex LLC ("InvestPlex") is engaged by you (the "Client") to provide investment advisory and related services through the InvestPlex.com online advisory services as outlined in Item 1 of this Agreement (the "Services").

By executing this Agreement, the Client acknowledges that he/she has reviewed and agrees to the terms of this Agreement, which includes our Disclosure Statement on Form ADV 2A ("Disclosure Brochure") as well as the [InvestPlex Terms and Conditions](#).

**This Agreement becomes effective on the date in which the Client executes this Agreement through the InvestPlex.com website.**

The terms and conditions of this Agreement are as follows:

**1. Services.** InvestPlex shall provide the Client the Services described herein. InvestPlex provides the Client with an Internet-based investment advisory service that uses the Client profile information to generate a customized investment portfolio specific to the Client's stated investment goals.

The Services include:

- Advice on allocating the Client's investments to meet the specific investment goals
- Tracking the performance of the Client's investment portfolio.
- Monitoring your portfolio and alerting you when it needs to be rebalanced.
- Advice on how to rebalance the portfolio.

### Investment Allocation Recommendations

InvestPlex will use the information provided by the Client to construct a customized investment portfolio, which is allocated based on the Client's age, years until invested capital is needed, risk tolerance and investment experience. InvestPlex will then recommend a portfolio consisting of Exchange Traded Funds ("ETFs") with recommend allocation weighting. **InvestPlex does not have the discretion to implement the Client's investment portfolio.**

For these Services, it is expressly agreed by and between the parties that Client is free to follow, or disregard, in whole or in part, any recommendations, suggestions or advice made InvestPlex to the Client, and that the Client may choose any advisor, brokerage firm or comparable products of the Client's choice to implement the suggestions and recommendations prepared by InvestPlex. ***This Agreement does not include investment management services.***

### Ongoing Tracking

Once the Client has implemented its investment portfolio at the brokerage firm, the Client may track its portfolio through InvestPlex. The investment portfolio's financial performance can be monitored by entering the actual ETF ticker symbols and the purchase price through your InvestPlex account. As long as the Client subscribes to these Services, there is unlimited use of these Services to monitor the portfolio. InvestPlex updates the prices of the ETFs on a daily basis.

### Rebalancing Asset Classes

For the duration of the Client's subscription pursuant to this Agreement, InvestPlex will monitor the portfolio's performance and alert you when we recommend rebalancing or other adjustments. InvestPlex will contact the Client via the email in the Client profile with the recommended portfolio changes. The Client is responsible for implementation of these recommendations and providing actual prices/values to maintain your portfolio.

**2. Client Responsibilities.** The Client agrees to provide accurate profile information regarding the Client's investment goals, financial situation, time horizon, tolerance for investment risk, and other factors that InvestPlex may require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing

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InvestPlex LLC

17555 Collins Avenue, Suite 1708, Sunny Isles Beach, FL 33160

<http://investplex.com>

information to ensure that InvestPlex has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that InvestPlex will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide InvestPlex with such information.

#### Investment Implementation

As noted above, the InvestPlex Services do not include management of the Client's investment assets. If the Client chooses to implement the recommendations provided by InvestPlex, the Client shall establish its own accounts at a discount brokerage firm or other provider (herein a "brokerage firm"). InvestPlex does not have the authority to implement the Client's investments or select the Client's broker-dealer.

Once the Client has established its account[s] at a brokerage firm, the Client will assume responsibility for the purchase and sale of ETFs recommended by the Advisor. The cost of purchases, sales and rebalancing of ETFs in the Client's account[s] may incur securities transaction fees based on the Client's independent agreement with the brokerage firm. Certain brokerage firms may have similar ETFs that are offered without a transaction fee ("NTF products"). It is the Client's responsibility to determine whether to select the specific ETF recommended by the Advisor or a comparable NTF product.

The Client is responsible for updating its InvestPlex account with all trading activity for InvestPlex to maintain your portfolio.

The InvestPlex Services are provided to support the Client with its investment planning. It is not a substitute for the Client's own informed judgment. The Client is responsible for his/her own investment decisions. The Client may accept, reject or modify the investment recommendations provided by InvestPlex from time to time. The Client agrees to provide and maintain complete and accurate information and to update this information when your investments or your personal or financial circumstances change.

### **3. Expenses and Fees.**

The Client will compensate InvestPlex for the Services under a subscription billing agreement. Fees are billed at either a monthly fee of \$8.99, or an annual fee of \$85.99, paid in advance, for use of the Services. This will entitle the Client to full use of the software on the Investplex.com website. In the event the Client terminates the Services, fees that are charged in advance will be refunded at the Client's request, based on the prorated amount of work completed at the point of termination. Subscriptions are charged in advance of the period selected by the Client and billed to the credit card provided.

If the Client cancels its this Agreement within five (5) days of the start of the subscription, then fees will be refunded in full. Following the 5th day of the subscription and thereafter, a Client may terminate at any time, but are subject to these fees. Monthly fees will not be pro-rated upon termination. Termination will become effective at the end of the month in which the subscription is cancelled. Annual subscription fees will be refunded for any full months paid. Partial month fee in the month of cancellation are not refunded.

#### Other Fees and Expenses

Clients may incur certain fees or charges imposed by third parties, other than InvestPlex, in connection with the implementation of any portfolios recommended by InvestPlex. As InvestPlex does not manage the Client's investment portfolio, the Client must select a brokerage firm for the implementation of portfolio recommendations. The Client is responsible for all custody and securities execution fees charged by their brokerage firm. The subscription fee charged by InvestPlex does not include investment management services or any custody and execution fees. In addition, ETFs have an internal expense ratio. These fees and expenses are described in each ETF's prospectus. These fees and expenses will generally be used to pay management fees and operating costs for the ETF. InvestPlex does not share in any of these fees.

The Advisor may modify the terms in this Section prospectively on at least thirty (30) days' prior written notice.

**4. Liability.** The Client recognizes that any and all investment recommendations made by InvestPlex are opinions only and are derived from sources and information believed to be reliable which InvestPlex cannot warrant as to accuracy. The Client agrees that InvestPlex shall not assume responsibility other than to render its services in good faith. Recommendations developed by InvestPlex are based on professional training, experience and judgment. Assumptions, in many cases, must be made in areas such as inflation rates, interest

rates, and expected investment returns. Although every reasonable effort will be made to make accurate assumptions, no guarantee can be made that actual events will follow as assumed.

The Services are not a substitute for the Client's own informed judgment. The Client is responsible for his/her own investment decisions. The Client may accept, reject or modify the investment recommendations provided by InvestPlex from time to time. The Client agrees to provide and maintain complete and accurate information and to update this information when your investments or your personal or financial circumstances change. The Client agrees to use the Services according to this Agreement and the [InvestPlex Terms and Conditions](#). If the Client does not comply with the terms of this Agreement, you will hold InvestPlex harmless from any loss. The Client agrees to use the Services for personal use only and not for commercial or business purposes.

#### Disclaimers and Limitations

InvestPlex does not and cannot guarantee the future performance of the Client's investment portfolio or the success of any investment decision or strategy that we may use or suggest. InvestPlex makes no promise that the investments we recommend to the Client will be profitable. Investments we may recommend are subject to various market, currency, economic, political and business risks. Investing involves risk, which the Client must understand and be willing to bear.

In giving advice, InvestPlex relies only on the limited information provided to us, and we do not consider all of the circumstances regarding your investment decisions. InvestPlex also does not consider any cash you hold, other securities or investments that you may own. We do not and cannot guarantee the completeness, accuracy or timeliness of the educational, news and financial market information that we obtain from others and make available to the Client. InvestPlex may provide access to news and content provided by third parties over which we do not exercise editorial control or review, and we are not responsible for the content of such materials.

InvestPlex uses reasonable care, consistent with industry practices, in providing the Services. However, we do not guarantee that the Services or any content will be delivered to you uninterrupted, timely, secure or error-free. The Client acknowledges that InvestPlex will not be liable to you for, and you will indemnify us (including our officers, directors, members, shareholders and employees) from and against, any loss, damage, expense, liability, charge or claim of any kind whatsoever (collectively, "Losses") relating to this Agreement or caused by our advice, decisions or actions, except to the extent that such Losses are actual losses and the direct result of an act or omission taken or omitted by us while providing services which constitutes gross negligence or willful misconduct with respect to our obligations under this Agreement. The Client further acknowledges that InvestPlex will not be liable to you for, and you will indemnify us (including our officers, directors, members, shareholders and employees) from and against, any Losses caused by any other person who provides services for your portfolio, or directly or indirectly by circumstances beyond our reasonable control. You acknowledge that we shall not be responsible for any consequential damages whatsoever. However, federal and state securities laws may impose liability under certain circumstances on persons who act in good faith. This Agreement does not waive or limit your rights under those laws. WE DO NOT MAKE ANY IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

**5. Conflicts of Interest.** InvestPlex discloses any potential conflicts of interest on its Form ADV 2A - Disclosure Brochure. The Client is under no obligation to act upon the recommendations provided by InvestPlex.

**6. Non-Exclusive Advisory Services.** It is understood that InvestPlex provides the Services for various clients. The Client agrees that InvestPlex may give advice and take action with respect to any of its other clients, which may differ from advice given, or the timing or nature of action taken, with respect to the Client.

**7. Reliance of Information.** The Client understands that InvestPlex, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

**8. Termination and Cancellation.** Neither the Client nor the InvestPlex may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party. The Client may terminate the Agreement at any time by providing advance written notice to InvestPlex at the address listed in Item 12 or through the InvestPlex.com website. Upon termination, the Client will be responsible for fees incurred as described in Item 3 and any applicable refunded will be made promptly.

**9. Governing Law Disputes.** To the extent federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of Texas.

**10. Disclosure.** InvestPlex represents it is registered as an investment advisor with the U.S. Securities and Exchange Commission ("SEC"). InvestPlex will notice file with the necessary state securities commission(s) in accordance with applicable state law(s). The Client acknowledges receipt of the InvestPlex Form ADV Part 2A ("Disclosure Brochure") and Form ADV Part 2B ("Brochure Supplement"), containing information regarding the Services, fees, and other information.

**11. Privacy.** The Client has received and reviewed a copy of the InvestPlex Privacy Policy. Except as otherwise agreed in writing or as required by law, InvestPlex will keep confidential all information concerning Client's identity, financial information and/or investments provided.

**12. Notices.** You can contact us by email at [support@investplex.com](mailto:support@investplex.com) or at our business address:  
InvestPlex LLC  
17555 Collins Avenue, Suite 1708  
Sunny Isles Beach, FL 33160

The Client agrees that Investplex may contact the Client at the e-mail address you have provided. By providing your e-mail address, the Client agrees to accept all electronic communications from InvestPlex at your email address. The Client agrees to notify us promptly if the email address changes. InvestPlex may monitor or keep records of your communications with us in order to monitor the quality of our service and as required by regulations.

NOTICES TO THE CLIENT SHALL BE PROVIDED TO THE EMAIL ADDRESS ON RECORD.

**13. Entire Agreement.** This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by all parties.

In the event that any sentence or paragraph is declared by a Court of competent jurisdiction to be void, that sentence or paragraph shall be deemed separate from the remainder of this Agreement and the balance of the Agreement shall remain in effect.