

## INVSTR ADVISORY CUSTOMER AGREEMENT

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR APPLICATION AND THE ADDITIONAL INVSTR+ SERVICES, AND WHICH ARE IN ADDITION TO THE STANDARD INVSTR TERMS ALREADY AGREED BY YOU.

### Introduction

Hereinafter collectively referred to as the “Parties” and individually as the “Party”, You (“You” and “Your”) and Invstr Limited’s affiliate, Invstr Financial LLC, (“Us” or “We”), a Delaware limited liability company and an investment adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, along with its partners (“Partner”) providing the additional services (“Additional Services”) described herein, agree to enter into a relationship which will allow Us to provide the Additional Services. This Agreement (“Agreement”) is effective immediately upon acceptance by You. In consideration of the mutual covenants herein;

- You and We agree that the use of the Additional Services contained therein are additionally subject to the standard User Terms which You have already accepted for other Invstr Services, and are available for review [here](#).
- You are additionally bound by such Agreement, which may be amended from time to time.
- You represent that You have reviewed and understand this Agreement and agree to review the Agreement no less than annually.
- You understand that personal information, including that which is used to create Your Profile and accounts, is collected by electronic means.
- Furthermore, You understand that certain Additional Services may require You for legal and regulatory purposes to be 18 years of age or older and therefore not available to You. Upon registration for Additional Services, You will be required to confirm your age.
- You will be authenticated with an email username and password and You are responsible for selecting a safe password and not sharing it with others. Unauthorised access to Your Account(s) may result in unintended changes to Your Profile and outputs intended for You and We accept no liability for actions resulting from such unauthorised access as further detailed in the Terms of Service.

### Scope of the Services

This Agreement applies to Your use of Invstr Pro and the Additional Services contained therein.

### Advisory Account

You and Us agree to enter into a financial advisory relationship, subject to the terms and conditions of this Agreement, which will allow Us to provide the Additional Services described herein. In consideration of the mutual covenants herein, You and We agree as follows:

**Services:** You engage Us to provide the following services (collectively, the “Additional Services”) and further described in the Brochure (Form ADV Part 2) [here](#) subject to the terms and conditions of this Agreement:

- Instrument Recommendation Engine
- Invstr Stats
- Instrument Stats
- Portfolio Builder
- Portfolio Optimizer

Our obligation to provide the above services is subject to You providing the information about You requested by Us, and Your active interaction with the Additional Services. You further understand that We will not manage, supervise or direct Your investments, including the purchase and sale of securities for Your Account, and We will not provide any form of ongoing portfolio management services.

Subject to the other provisions of this Agreement, We will provide You with access to Your information available via the Additional Services.

### **Trading Account**

We do not execute your investment orders (“Orders”) ourselves, but rather will transmit them to a third party broker-dealer (“Broker”), who will be responsible for execution. We cannot control the execution of your Orders once we transmit them to the Broker and there is no guarantee that either We or the Broker will accept your Order. Your Order might not be accepted if it gives rise to too much risk for the Broker or if trading is no longer available or is suspended in the instrument your Order relates to.

**You will be required by the Broker to enter into a standalone contractual agreement that will govern your interactions with the Broker – We are not a party to any such agreement and have no control over its content.**

Please note, We have appointed the Broker as the sole executing broker for your brokerage account. This may result in disadvantages to You as a possible result of less favourable executions than may be available through the use of a different broker-dealer and that trading costs and other related account fees at other broker-dealers may be higher or lower than what is available through our selected broker-dealer.

We do not hold your Instruments after you acquire them; the Broker will arrange for your instruments to be held in accordance with applicable law. The Broker will be responsible for safeguarding your INSTRUMENTS.

You can only cancel an order if the Broker consents to it, and you cannot cancel an Order once it has been executed. This means it is important to ensure that you enter the details of your Order correctly and that you are willing and able to enter into a binding commitment to buy or sell an Instrument when you submit your Order.

**No Discretionary Authority:** Nothing in this Agreement will give Us any discretionary authority, including authority to direct any of Your cash or securities or to take possession of any of Your assets. We will direct no trades for You.

**Services Outside Scope of Engagement:** We will not provide You with tax, accounting, or legal advice, nor will We prepare any accounting, tax, or legal documents. We encourage You to work closely with Your attorney, accountant, and other appropriate professionals to implement and/or review our advice.

**Your Communications:** You recognize that the value and usefulness of the Additional Services provided by Us will be dependent upon information provided by You through the Additional Services, and Your active participation in the Additional Services. You authorize Us to rely solely on the information provided by You through, and by using, the Additional Services, and agree that We are not required to independently verify any information obtained from You. You agree to promptly inform Us of any changes in Your Profile, including financial condition, investment objectives, or any other factors that may be important to Us in providing the Additional Services by updating Your Profile. You hereby authorize Us to provide information, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to You via the Additional Services, in particular the Invstr App, email or the Web.

**Fees:** For providing the Additional Services herein described, You agree to pay Us the Subscription Fee as outlined in the Invstr Fee Schedule, payable in advance. In the event of any change to the Subscription Fee, We will provide at least 30 days' written notice to You and You will be deemed to consent to the revised Subscription Fee absent written notice of termination of this Agreement by You within 30 days from the date of such notice.

**Other Expenses:** Our Subscription Fee covers all Additional Services rendered by Invstr on Your behalf as set forth herein. Our Subscription Fee does not include transaction or custodial fees charged by the custodian and/or broker-dealer, or any taxes owed with respect to Account holdings and transactions. Mutual funds and exchange-traded funds ("ETFs") pay their own separate advisory fees and other expenses, as set forth in each mutual fund or ETF prospectus.

A full listing of the Fee Schedule can be viewed [here](#)

## ADDITIONAL TERMS AND CONDITIONS

**Market Risk:** You acknowledge the following risks:

- Invstr gives no guarantees with respect to the success or performance of any advice given
- Money invested is subject to market risk and therefore to loss up to the amount invested
- Past performance does not guarantee future results
- Investment performance of any kind can never be guaranteed. Neither Invstr nor the Custodian represent or warrant the present or future level of risk or volatility in, or the future performance of, of the investments or your Invstr account
- Data provided by Invstr Additional Services or the Custodian may not be free from error or inaccuracies
- Market data in the Additional Services may be delayed
- Investments through Invstr and the Custodian are not guaranteed by the Federal Deposit Insurance Corporation, any bank or any government.

**Voting Securities and Related Matters:** We shall have no authority or power to exercise voting rights (including with respect to voting proxies), rights to consent to corporate actions, or other similar rights with respect to securities held in Your Account. Rather, You shall retain all such authority. Further, We will not take any action or render any advice with respect to any legal actions, including but not limited to class action lawsuits, involving securities held in Your Account(s).

**Account Funding and Liquidation:** We reserve the right to liquidate your investments to cover any shortfall in your brokerage account at Apex Clearing or any monies owed to any member of the Invstr group or its partners however arising. It is your responsibility to ensure that there are settled funds in your bank account available for transfer when using the Plaid account linking and funds transfer mechanism. Any reversal or shortfall in funds received could lead to an immediate liquidation of your brokerage assets. You will remain liable for any further shortfall.

**Disclosure:** You acknowledge receipt and consent to electronic delivery of our Privacy Statement and Form ADV, Part 2. You represents that You have reviewed and considered the disclosures made by Us in this Agreement and in our Form ADV, Part 2, including, in particular, the portions related to Additional Services, compensation, risks, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

**No Services to Non-U.S. Persons:** You represent and warrant that You are a U.S. citizen, a U.S. permanent resident, or have a valid U.S. visa and reside in the United States. We make no representations or warranties regarding Your compliance with laws or legal requirements of any non-U.S. jurisdiction.

**Access Interruptions:** We make no guarantees that access to the Additional Services will be available at all times. You understand that We may at times suspend access to the Additional Services, without notice to You, in order to make repairs or upgrades. In addition, access to the Additional Services may at times be limited or unavailable due to hardware or software malfunctions, technical issues, peak demand, maintenance, upgrades, failure or interruption of internet service, acts of God, or for other reasons. You agree that We shall not be liable for any losses, costs or expenses incurred by You resulting from such unavailability or access limitations.

**Termination; Withdrawals.** This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by You to Us and by Us to You, via email. Upon the effective date of termination, We will have no further obligation to You under this Agreement.

**No Assignment:** We shall not assign this Agreement without Your consent. Notwithstanding the foregoing, in the event of a change in control or ownership of Us that would result in an “assignment” of this Agreement under the Investment Advisers Act of 1940, We will provide written notice to You, and You will be deemed to consent to the assignment absent Your written notice of termination of this Agreement within 30 days from the date of notice.

**Notices and Communications:** Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent through electronic communications within the Services, or (ii) sent by electronic mail to the address provided to Us by You. You understand and agree that the primary method of our communications with You in connection with the Additional Services will be

by posting information through the Services, and that You may not always receive a separate notice that new information has been posted. You therefore agree to check the Services regularly.

**Acceptance:** Your intentional action of electronically clicking to accept this Agreement, and your use of the Additional Services, is valid evidence of Your consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Your relationship with Us.

**Your Additional Representations:** You represent and warrant that You have the full power and authority to execute, enter into, deliver, and perform Your obligations under this Agreement. You further warrant that this Agreement has been duly authorized, executed, and delivered by You, and is the legal, valid, and binding agreement by You, enforceable against You in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which You are bound.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY EITHER PARTY.**

**Arbitration:** The Parties waive their rights to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or the Account(s), including the determination of the scope and applicability of the agreement to arbitrate, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitration hearing shall be held in the county and state of the principal office of Invstr at the time the dispute arises. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of the State of Delaware to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Comprehensive Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Comprehensive Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgement may be entered on it in any court of competent jurisdiction in the county and state of the principal office of Invstr at the time the award is rendered or as otherwise provided by law. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including when seeking to confirm or vacate the award in court, unless otherwise required by law or judicial decision.

**Service Affiliates and Partners**

**Broker Services.** Order executions, depending on your location, are provided by Apex Clearing Corp. a broker dealer registered with the SEC and members of FINRA and SIPC. **You will be required to**

**enter into a standalone contractual agreement that will govern your interactions with the broker – We are not a party to any such agreement and have no control over its content.**

**Crypto Trading.** Crypto currency trading services are alternatively provided through Bakkt which carries out Your trade orders. **You will be required to open a crypto account and enter into a separate standalone contractual agreement. We are not a party to any such agreement and have no control over its content.**

**Authentication Services.** We use Okta Inc. to authenticate that You are who you state you are when it comes to registering to use the Additional Services.

**Trade Account Management Service.** We use Orbis Systems, Inc. to manage your investment account and transactions, and to verify the accuracy of Your personal information in accordance with the Gramm-Leach-Bliley Act, as well to satisfy regulatory reporting requirements.