

**FLIT Invest LLC**  
**Discretionary Portfolio Management Agreement**

This Portfolio Management Agreement (the "Agreement") is made and entered into between FLIT Invest LLC (hereinafter referred to as "Adviser"), a registered investment adviser with the Securities and Exchange Commission and you (hereinafter referred to as "Client" or "you" or "your").

Adviser shall provide Client with discretionary portfolio management services through a proprietary, interactive advisory platform that you will access through an app you access via your mobile device. Once you download and access the app, you will be asked to enter information about your financial circumstances and objectives. You will also be required to complete information so we may assess your risk tolerance and investing preferences. The software will assemble recommendations and will present you with various investment options and themes for your portfolio. These recommendations are designed to help you achieve your stated financial goals and objectives. Our investment advice is offered through our proprietary online platform and is tailored to meet our clients' needs and investment objectives. You will select one of the recommended investment options and themes for your portfolio or you may choose to override the recommended options by selecting a different portfolio option.

**1. Scope of Engagement.**

- a. Client hereby appoints Adviser as an investment adviser to perform the services hereinafter described, and Adviser accepts such appointment. Adviser shall be responsible for the investment and reinvestment of those assets of Client designated by Client to be subject to Adviser's management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account");
- b. Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets and appoints Adviser with limited power of attorney to buy, sell, or otherwise effect investment transactions involving the Assets in Client's name and for Client's Account;
- c. Adviser is authorized, without prior consultation with Client, to buy, sell, and trade in mutual funds, and other securities as outlined in the Form ADV Part 2A and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;
- d. Client acknowledges that Adviser will, in accordance with Client's investment objective(s), allocate all or a portion of the Assets among various mutual funds and/or ETFs, or other securities or investment contracts; and,
- e. Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as it pertains to Client's investment objectives, needs and goals, and to keep Adviser duly informed of any changes regarding same. All updates should be made by Client on Adviser's interactive app. Client acknowledges that Adviser cannot adequately perform its services for Client unless Client diligently performs Client's responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, and is expressly authorized to rely thereon.

**2. Adviser Compensation.**

- a. Adviser's annual fee for portfolio management services provided under this Agreement is in accordance with the fee schedule annexed hereto and made a part hereof as **Exhibit A**. The annual fee shall be prorated and details related to payment of the Subscription Fee are also included at **Exhibit A**. No increase in the monthly Subscription Fee shall be effective without Client's prior written consent;
- b. Client authorizes the custodian of the Assets to charge the Funding Account for the amount of Adviser's fee and to remit such fee to Adviser in accordance with required regulatory procedures;
- c. In addition to Adviser's monthly Subscription Fee, Client shall also incur, relative to all mutual fund and exchange traded fund ("ETF") purchases, charges imposed directly at the mutual fund or ETF level (e.g. advisory fees and other fund expenses); and
- d. No portion of Adviser's Compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisers Act of 1940, and/or relevant state law.

Your Funding Source is the checking account that you will set up when you establish your FLIT Invest account and will be used to send money to and receive money from your account via an ACH (Automated Clearing House) transfer and from which fees will be deducted. At no point may you have more than one external account as a Funding Source. Your FLIT Invest account is not designed to be your Funding Source. If fees are imposed by your bank for the ACH transfer, they are imposed without FLIT's knowledge and are not our responsibility.

Currently accounts cannot be funded via any source other than a cash deposit done via ACH transfer.

Fee Date means the business day each month when the applicable subscription fee for that calendar month will be withdrawn from your Funding Source. The Fee Date will be the monthly anniversary of the date your first FLIT Invest account was verified ("Verified Date"). If your Verified Date falls on a day that is not a business day in a given month, your Fee Date for that month will be the business day immediately prior to your Verified Date. If your Fee Date would fall on a day in the prior month - due to weekends or holidays - your Fee Date will be the first business day in the calendar month.

**3. Custodian.** The Assets shall be held by an independent custodian, not the Adviser. Adviser is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions. The fees charged to Client by the custodian are exclusive of, and in addition to, Adviser's Compensation as defined in Item 2 above, and other charges discussed herein. Adviser does not share in any portion of the fees assessed by Client's custodian(s). Fees imposed by the custodian are described in our Form ADV Part 2A.

Failure to keep your email address updated in the interactive app will trigger paper confirm and paper statement fees if not updated before the next confirm or statement is processed. It is very important that your contact email address is current at all times.

**4. Execution of Brokerage Transactions.** Unless otherwise agreed, Adviser will arrange for the execution of securities brokerage transactions for the Account through custodians that Adviser reasonably believes will provide "best execution." In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a custodian's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Adviser will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions. Adviser does not obligate itself to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for Client's account.

#### **5. Account Transactions.**

- a. Client recognizes and agrees that in order for Adviser to discharge its responsibilities, it must engage in securities brokerage transactions described in Item 1 herein;
- b. Commissions and/or transaction fees are not charged for effecting securities transactions in mutual funds and ETFs at the custodian;
- c. Adviser, in return for effecting securities brokerage transactions through certain custodians, may receive from those custodians certain investment research products and/or services which assist Adviser in its investment decision making process for the Client.

**6. Risk Acknowledgment.** Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

**7. Directions to Adviser.** All directions by Client to Adviser (including notices, instructions, directions relating to changes in the Client's investment objectives) shall be in writing and provided through the interactive app. Adviser shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

**8. Adviser Liability.** Except as otherwise provided by federal or state laws, Adviser, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to Client by Adviser, including a broker-dealer and/or custodian. If the Account contains only a portion of Client's total assets, Adviser shall only be responsible for those assets that Client has designated to be the subject of Adviser's portfolio management services under this Agreement without consideration to those additional assets not so designated by Client. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

**9. Proxies.** Client shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets. Adviser is authorized to instruct the custodian to forward to Client copies of all proxies and shareholder communications relating to the Assets.

**10. Reports.** Client will receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian. Adviser may provide periodic reports to Client as deemed necessary by Adviser.

**11. Termination.** This Agreement will continue in effect until terminated by either party on written notice to the other party through the interactive app, which written notice must be signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. If this Agreement is terminated, Adviser's fee will be prorated for the quarter that the termination notice is given, and any unearned fees will be returned to Client.

**12. Assignment and Modification.** This Agreement may not be assigned (within the meaning of the Advisers Act) by either Client or Adviser without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940, and/or relevant state law.

Unless expressly stated otherwise, no provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by each party hereto. No failure by Adviser or Client to exercise any right, power, or privilege that Adviser or Client may have under this Agreement shall operate as a waiver thereof.

**13. Non-Exclusive Management.** Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for the Account. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its portfolio management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of Adviser such investment would be unsuitable for the Account or if Adviser determines in the best interest of the Account it would be impractical or undesirable.

**14. Death or Disability.** The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your accounts.

**15. Receipt of Disclosures.** Client hereby acknowledges receipt of Adviser's Privacy Policy Notice and a copy of Adviser's written disclosure statement as set forth on Form ADV Part 2A and Form ADV Part 3 (Form CRS) of

Form ADV or otherwise meeting the requirements of Rule 204-3 of the Advisers Act, and/or applicable state law.

**16. Electronic Delivery.** Client hereby consents to the receipt of disclosure information, including, but not limited to, Adviser's Form ADV and privacy policy disclosures, and other forms of communication electronically. Client asserts that Client is capable of receiving such disclosures electronically, and understands that non-public personal information may be sent via e-mail or other electronic media, and that electronic media (including e-mail) may not be as reliable or secure as other forms of communication. Client may withdraw this consent at any time by providing written notice to Adviser in accordance with Paragraph 7 herein.

Unless Adviser has reason to believe that delivery of any electronic communications was not effective (such as a returned e-mail), Adviser is entitled to rely on the information Client provides as evidence of delivery and Adviser is not required to obtain delivery confirmation or a "read receipt." If Client's e-mail address changes or if Client no longer has the ability to access e-mail or access any related client web portal, Client must promptly notify Adviser in writing and provide updated information, or withdraw this consent of electronic delivery.

**17. Trade Errors.** All Account trades are placed electronically or telephonically by Adviser. Adviser assumes responsibility for any Account losses for trading errors directly resulting from Adviser's failure to follow Adviser's trading procedures or from a lapse in Adviser's internal communications. In such instances, the Account will be compensated for any such corresponding losses. However, Client acknowledges that Adviser cannot and will not be responsible for Account errors and/or losses that occur where Adviser has used its best efforts (without direct failure on the part of Adviser) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the Account not being traded at the same time or at the same price as others, and such occurrence is not a result of Adviser's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which Adviser is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. Adviser has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. Client further acknowledges that Adviser cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by Adviser. Finally, Adviser cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund portfolio management programs.

**18. Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**19. Applicable Law.** To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

**20. Authority.** Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Adviser, in writing through the interactive app, in the event that either of these representations should change.

**21. Arbitration.** Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to Item 2 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

Client understands that this Agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial

forum where such waiver would be void under federal or applicable state securities laws.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

By executing this Agreement you acknowledge and accept your respective rights, duties, and responsibilities hereunder.

## **Exhibit A**

We charge monthly Subscription Fees that will be charged as follows:

- FLIT Invest Personal: \$5 monthly Subscription Fee
- FLIT Invest Youth: \$2 monthly Subscription Fee for users under the age of 21 or students currently enrolled in accredited U.S. colleges
- Promotional or Customer Subscriptions: FLIT Invest may offer (i) promotional pricing or limited time offers for its existing subscription tiers for its product offers, promotional, (ii) promotional pricing for existing subscribers following the discontinuation of a subscription tier, or (iii) a custom pricing model for a subscription tier that may offer unique or beta products, or a unique or beta combination of products, provided that subscribers to any such promotional or custom priced subscription tier will have their actual monthly Subscription Fee amount conspicuously disclosed prior to, and following, subscription.

Our Subscription Fee is assessed monthly on your Fee Date and will be deducted automatically from your Funding Source through the app.

Your Funding Source is the checking account that you will set up when you set up your FLIT account and will be used to send money to and receive money from your account and from which fees will be deducted. At no point may you have more than one external account as a Funding Source.

Fee Date means the business day each month when the applicable subscription fee for that calendar month will be withdrawn from your Funding Source. The Fee Date will be the monthly anniversary of the date your first FLIT Invest account was verified ("Verified Date"). If your Verified Date falls on a day that is not a business day in a given month, your Fee Date for that month will be the business day immediately prior to your Verified Date. If your Fee Date would fall on a day in the prior month - due to weekends or holidays - your Fee Date will be the first business day in the calendar month.