

Investor Services Agreement

MarketRiders, Inc. ("we" or "us") agrees to provide investment advisory and related services to you through the marketriders.com online advisory service (the "Service"). You acknowledge that you have reviewed and agree to the terms of this agreement, which includes our Disclosure Statement on Form ADV, Part II as well as the Terms of Service.

The Service.

The Service is an Internet-based investment advisory service that uses the information you provide to allow us to generate a customized investment portfolio meeting your specific investment goals. The Service provides:

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

In addition, as part of the Service we also provide a “coaching” service pursuant to which one of our registered investment advisers will assist you in a personalized manner in setting up an account and using the Service.

Investment Allocation Recommendation.

The “Advisor” portion of the Service will use the information that you provide to allow us to generate a customized investment portfolio, which is allocated based on your age, years until you need your invested capital, risk tolerance and investment experience. The recommendation will consist of a list of Exchange Traded Funds, or ETFs, that we recommend for your portfolio and the allocations among these ETFs in which we suggest you should invest.

Investment Implementation.

If you decide to implement the Service's recommendations, you can go to a traditional brokerage company, such as Charles Schwab, or set up an online brokerage account to implement the suggested portfolio. Once you have opened an account, you would buy the various ETFs in the recommended allocation levels provided to you.

Ongoing Ability to Track.

Once you have implemented the portfolio by buying the ETFs, you can track your portfolio’s financial performance by inputting the actual ETFs and prices you paid for them in the Service. As long as you subscribe to the Service, you may use the Service as often as you like to track your portfolio’s progress. The Service updates the prices of the underlying ETFs on a daily basis.

Rebalancing Asset Classes

As long as you subscribe to the Service, we will monitor your portfolio's performance and alert you when the portfolio needs to be rebalanced. If it does, we will advise you via email of the changes that we recommend should be made to the allocations in your portfolio. You may then choose to make the changes with your brokerage account and input in the Service the relevant information necessary for us to track your portfolio's performance.

Your responsibilities.

You agree to use the Service according to this agreement and the Terms of Service. If you do not comply with the terms of this agreement, you will hold us harmless from any loss. You agree to use the Service for your personal use only and not for commercial or business purposes.

The Service is an assistant to be used in your investment planning. It is not a substitute for your own informed judgment. You are responsible for your own investment decisions. You may accept, reject or modify the investment recommendations the Service provides you from time to time.

You agree to provide complete and accurate information and to update your information when your investments or your personal or financial circumstances change. You consent to the transmission of your personal information to us by you.

Fees.

You will be required to pay us a monthly fee of \$9.95, paid in advance, for use of the Service. This will entitle you to full use of the software on our site as well as unlimited personalized assistance under our "coaching" service. In the event you terminate use of the Service, you will not be entitled to a refund of fees already paid to us.

Disclaimers and Limitations.

We do not and cannot guarantee the future performance of your portfolio or the success of any investment decision or strategy that we may use or suggest. We make no promise that the investments we recommend to you will be profitable. The investments we may recommend are subject to various market, currency, economic, political and business risks. Investing involves a high level of risk, and the securities in which you invest may be volatile and may depreciate rapidly.

In giving advice, we rely only on the limited information you provide us, and we do not consider all of the circumstances regarding your investment decisions. We also do 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 you. We 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.

You agree that we will not be liable for any action you take or decision you make in reliance on the information.

We use reasonable care, consistent with industry practice, in providing the Service. However, we do not guarantee that the Service or any content will be delivered to you uninterrupted, timely, secure or error-free.

You acknowledge that we 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. You further acknowledge that we 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).

About this Agreement.

The term of this Agreement begins when you subscribe to the Service and ends when you terminate it by cancelling your subscription in the Manage Subscription section of "My Account." If you cancel your subscription, you have ended this advisory engagement. Each time you log on to the Service, your use of the Service will be governed by the terms and conditions of this Agreement. We may terminate this agreement, without penalty or refund, if you do not comply with the terms of this Agreement. You may terminate this agreement for any reason without penalty as described above. After the term of this agreement ends, we will not have any obligation to make any recommendations or take any action for your account. However, the termination of this Agreement will not affect the validity of any actions previously taken, liabilities or obligations for actions started before termination, the Terms and Conditions or the provisions of this Agreement concerning choice of law.

You agree not to assign this Agreement, and we agree not to assign this Agreement without your written consent.

The laws of the State of California govern this Agreement, except to the extent federal law preempts California law. This Agreement will not be construed to be inconsistent with the Investment Advisers Act of 1940, any applicable rule or order of the Securities and Exchange Commission under the Investment Advisers Act of 1940, the Employee Retirement Income

Security Act of 1974 ("ERISA"), or any applicable rule or order of the Department of Labor under ERISA.

If any provision in this Agreement is invalid or unenforceable, the remainder of the Agreement will continue in full force and effect. We may materially change this Agreement with prior notice to you. The failure to insist on strict compliance with this Agreement will not constitute a waiver of rights under the agreement.

This Agreement (including the Disclosure Statement on Form ADV, Part II and the Terms of Service) are the entire agreement between you and us.

Contact us.

You can contact us by mail, courier or fax at:

MarketRiders, Inc.
740 Camino Ramon
Danville, CA 94526
Fax: 650-618-2780

You agree that we may contact you at the e-mail address you have provided. By providing your e-mail address, you agree that you will accept all electronic communications from us at your e-mail address and will not make any claims against us if you do not receive any communications we send to your e-mail address. You agree to notify us promptly if your e-mail address changes.

We may monitor or keep records of your communications with us in order to monitor the quality of our service. You agree that we may record any telephone conversations, if any, between you and us.

Click here to accept the terms of this Agreement” before proceeding to set up an account.