

MARKETRIDERS, INC.
WRAP FEE INVESTMENT ADVISORY AGREEMENT

This Agreement is effective as of March 1, 2017

This Wrap Fee Investment Advisory Agreement (the “Agreement”) sets forth the respective rights and obligations between you, the Client (“Client”), and MarketRiders, Inc., an SEC registered investment advisor (“MarketRiders”) in connection with the Client’s investment advisory account with MarketRiders (the “Account”). The Client hereby agrees as follows with respect to the Account:

1. Services. MarketRiders offers Client goal-based investment strategies that consist of diversified portfolios of ETFs in Client’s Account on a discretionary basis consistent with Client’s chosen investment strategy. Client identifies financial goals and risk information on www.MarketRiders.com, then MarketRiders provides investment advice specific to each Client based on MarketRiders’ investment methodology and goal-based asset allocation strategies, and certain information and preferences requested by MarketRiders and provided by Client (the “**Investment Profile**”). Client can select that investment strategy for the Account or select another investment strategy if Client so chooses and at Client’s own risk. Client can change the investment strategy in the future if there has been a change to Client’s financial situation, investment goals, or ability to tolerate risk, or for any other reason. To do so, Client will need to complete a new Investment Profile. The investment strategy may be modified as MarketRiders adjusts its investment methodology and Client updates Client’s information and preferences.

MarketRiders offers the following portfolio management and advisory services:

- **Subscription Services:** The Client pays a periodic subscription fee and has access to the MarketRiders asset allocation and portfolio tools, and uses this information to manually input the suggested ETF allocations and rebalancing in their separate investment account on a non-discretionary basis.
- **Managed Account Services:** The Client opens a MarketRiders account and MarketRiders manages the Client account on a discretionary basis, monitoring and rebalancing the portfolio as needed.

Notwithstanding anything in this Agreement to the contrary, MarketRiders shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client or as provided in Paragraph 6 (entitled “**Payment of Fees**”).

2. Brokerage Services. With respect to Managed Accounts, SogoTrade, Inc. (“Broker”) will act as the broker-dealer for Client’s Account and provides trade execution and related services for the Account. Transactions shall be cleared by an institution that Broker determines at its discretion. MarketRiders and Broker are affiliates. Broker may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same

security for other Broker customers, including its employees and their related persons, and for MarketRiders' own account with Broker. In such cases, each Account will be charged or credited with the average price per unit. Broker routes trades through Apex Clearing Corporation for execution and in exchange may receive monetary rebates that offset commission costs. Client understands that by executing transactions through the Broker, Client may not necessarily always obtain execution as favorable as possible but MarketRiders regularly reviews trade routing decisions to ensure your orders meet best execution standards.

3. Discretionary Authority (Applies only to Managed Accounts). For Managed Accounts, Client appoints MarketRiders to manage the Account on a discretionary basis and to act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with Client's Investment Profile. MarketRiders shall manage the Account by issuing trading instructions to Broker to cause the Account to purchase and sell ETFs, which may be rebalanced in MarketRiders' discretion to generally maintain the preferences specified by Client in the Investment Profile or in the event of any changes to the Investment Profile, which shall include but not limited to any changes in the ETFs selected by MarketRiders. MarketRiders is responsible only for the assets over which Client has provided MarketRiders discretionary authority and not for the diversification or prudent investment of any other assets of Client. This power of attorney shall terminate only on termination of this Agreement or on receipt by MarketRiders of written notice of the death, incapacity or dissolution of Client. This discretionary authority does not apply or extend to the Subscription Services. Broker is not granted discretionary or limited trading authority under this Agreement.

4. Electronic Communications and Services. The Services are offered only online through the MarketRiders website. Client is expected to communicate with MarketRiders primarily via electronic channels (i.e., email, chat, or website), and via telephone. Any telephone conversations Client has with MarketRiders or Broker may be tape-recorded in order to verify data regarding Client or the transactions, and for purposes of quality control. As part of the online Application process, Client agreed that records and disclosures for the MarketRiders Services will be delivered, and agreements will be signed, electronically, and Client understands that this is a requirement both now and in the future. As disclosed, this includes the ADV disclosure brochures, supplements, and other documents relating to Client's Account. It is Client's obligation to maintain an accurate and up-to-date email address with MarketRiders and Broker and to ensure that Client has the ability to read, download, print, and retain documents received from MarketRiders. Client understands that if Client is unable or unwilling to accept electronic delivery, Client's Account may be terminated. Client agrees that all communications to Client concerning Client's Account when provided to Client as described above will be deemed to have been good and effective delivery to Client when sent or posted by MarketRiders or Broker.

5. Change of Investment Objectives. If a material change occurs to Client's goals, financial circumstances, or investment objectives, or if Client desires to modify the management of the Account, it is Client's responsibility to promptly update Client's information on the MarketRiders website or mobile application. MarketRiders will not change Client's portfolio selection unless Client updates his or her investment profile through the MarketRiders website. MarketRiders will periodically send Client a reminder to update Client's information with MarketRiders if there has been a material change to Client's financial circumstances or investment objectives. Notwithstanding other provisions of this Agreement, Client may request MarketRiders by means outside of MarketRiders' website to allocate assets in the Account in a manner determined by Client and other than as determined by MarketRiders. MarketRiders may accept or reject such requests in its sole discretion.

6. Payment of Fees. Client will be charged fees based on the type of service the Client uses. For Subscription Accounts, Client will be charged a periodic subscription fee. For Managed Accounts, Client will be charged based on a percentage of the market value of the assets under management. All fees charged are in accordance with the Fee Schedule attached to this Agreement and incorporated herein as Schedule A, and in accordance with the procedures described in MarketRiders' Form ADV Client and Wrap Fee Brochures. For Managed Accounts, all assets held in Client's account will be subject to this fee, including assets, such as cash, that are temporarily awaiting investment. Client will not be charged any commissions for trades effected through the Broker. Client authorizes MarketRiders to deduct charges directly from the Account. The fee will be calculated on an annualized basis but will be billed and payable Monthly within 10 days after the end of each calendar month based on the value of Client's account Average Monthly Account Balance as more fully described in Schedule A. For Managed Accounts, to the extent that Client engages MarketRiders any time after the first day of a month, Client's fee will be prorated from the date of engagement through the end of the month. Fees will also become due: (a) on any day Client requests withdrawal of amounts equal to or greater than 98% of the market value of the Account at that time minus the amount of fees due; and (b) on the day this Agreement is terminated. Client understands and agrees that MarketRiders may increase the Fee or amend the Fee Schedule to reflect the increased fee at any time by giving 30 days prior written notice. Following the notice period, the new Fee will become effective unless Client has terminated this Agreement. MarketRiders reserves the right to reduce the advisory fees and the Fee Schedule at its discretion, including for promotional events that may result in complimentary or reduced advisory fees for new clients and/or current clients for referrals.

Client understands that MarketRiders affiliates may earn revenue from the underlying assets in the Account. This revenue comes from: (i) revenue earned on cash in the Account, and (ii) remuneration Broker may receive from the market centers where it routes ETF trade orders for execution. These sources of revenue create certain conflicts of interest.

Client authorizes the broker and/or Custodian carrying Client's account to charge his or her account the amount of MarketRiders' fee and to remit such fee to MarketRiders in accordance with Client's instructions. Client acknowledges that it is Client's responsibility to verify the accuracy of the Broker's calculation of MarketRiders' fee. If there is not enough liquid cash or equivalents in the account to pay the fee when due, Client will instruct the Broker to liquidate the necessary positions in the account to cover the amount of the fees due to MarketRiders under the Agreement.

Although Client will not be charged any commissions for trades effected through the Broker, all other charges including custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, odd-lot differentials fees, transfer taxes, wire transfer and electronic fund fees, fees for delivery of documents in paper form, physical delivery of securities or transfers in-kind of securities, and Account ACAT and other similar charges incurred in connection with transactions for Client's account will be paid out of the assets in the Account and are in addition to the fees paid by Client to MarketRiders.

7. Client Representations. Client understands that because MarketRiders and Broker are affiliates, and because the affiliates earn revenue directly or indirectly from the Client Account, this results in a number of conflicts of interest as more fully described below. Client understands that Client must use an online process to open an Account. The online process seeks to determine Client's risk tolerances and investment objectives and to select an investment strategy, but the process may not elicit the same information from Client as a face-to-face interview would. Client understands that Client must complete the Investment Profile without the guidance of MarketRiders representatives and that Client is responsible for the answers, which determine which investment strategies will be presented to Client based on the Investment Profile. Accordingly, Client should carefully consider whether any investment strategy Client chooses is appropriate for Client's investment needs and goals prior to investing through MarketRiders. Client understands that Client can change the investment strategy at any time by going online and completing a new Investment Profile. Client further acknowledges that Client is solely responsible for choosing the investing strategy and that MarketRiders and Broker are not responsible for Client's decisions. MarketRiders and Broker make no representation or warranty about how Client's Account will perform.

Client understands and agrees that (i) MarketRiders does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (ii) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; and (iii) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments.

Client understands and agrees that MarketRiders is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by MarketRiders on behalf of Client due to any or all of the following, which are likely to happen from time to time: (i) any kind of interruption of the services provided by Broker or MarketRiders' ability to communicate with Broker; (ii) hardware or software malfunction, failure or unavailability; (iii) Broker system outages; (iv) internet service failure or unavailability; (v) the actions of any governmental, judicial or regulatory body; and/or (vi) force majeure.

MarketRiders relies on information provided by Client and cannot be held responsible for any recommendations based on inaccurate or incomplete information. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client provides false, inaccurate, or incomplete information to MarketRiders, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice MarketRiders provides may not match Client's investment needs.

8. Valuations. The Custodian used by Broker will perform all valuations for the account. MarketRiders may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by MarketRiders regarding the value of the assets in Client's account. Client will receive monthly statements from the Custodian valuing the investment positions in the account.

9. Non-Exclusivity. Client acknowledges that MarketRiders shall be free to render investment advice to others and MarketRiders does not make its investment management services available exclusively to Client. Client also understands that MarketRiders provides investment advisory services to multiple clients with different economic needs and agrees that MarketRiders may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's account. Nothing in this Agreement shall impose on MarketRiders any obligation to Client to purchase, sell or recommend for purchase or sale any security that MarketRiders, its principals, affiliates, officers, members or employees may purchase or sell for their own accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of MarketRiders it is not for any reason practical or desirable to acquire a position in such security for Client's account.

10. Aggregation of Trades. Transactions for Client's account will generally be effected independently of transactions in other client accounts, unless MarketRiders decides to purchase or sell the same securities for several clients at approximately the same time. MarketRiders may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain best execution, negotiate more favorable rates or fairly allocate differences in prices, commissions and other transaction costs among clients. If MarketRiders

aggregates transactions, it will (or have the Broker) average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. Client's account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price obtained. MarketRiders will not receive any additional compensation or remuneration from aggregating multiple client orders.

11. Trade Errors. MarketRiders will place all trades in the account electronically or by phone. MarketRiders assumes responsibility for any account losses for trading errors directly resulting from MarketRiders' failure to follow its trading procedures or from a lapse in MarketRiders' internal communications and will compensate Client for any corresponding losses. Client acknowledges, however, that MarketRiders will not be responsible for account errors or losses that occur when MarketRiders has used its best efforts to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic error occurs through no fault of MarketRiders, resulting in an account not being traded at the time or price initially intended or at the same time or at the same price as other clients, the resulting loss will not be considered a trading error for which MarketRiders is responsible. MarketRiders will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when MarketRiders properly submitted the order.

12. Proxies. MarketRiders is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's account except as may be directed by Client or otherwise required by law. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account, and MarketRiders cannot give any advice or take any action with respect to the voting of these proxies. Also, MarketRiders shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account.

13. Reports. MarketRiders, through the Broker, will provide Client with written monthly reports which shall provide Client with a comprehensive overview of the account's investment positions and market valuation. MarketRiders is not required to verify any information received from Client and is expressly authorized to rely on it in performing MarketRiders' services and in providing reports. MarketRiders cannot and does not guarantee the accuracy or completeness of any report or any other information provided to Client or MarketRiders by the Broker or another service provider to Client. Client agrees to carefully review upon receipt all confirmations, statements and reports sent by Broker to Client and compare those to the reports received from

MarketRiders. Client must notify MarketRiders and/or the Broker of any discrepancy or unauthorized activity.

14. Legal, Tax and Accounting Advice. Client expressly understands and agrees that MarketRiders is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Client agrees to review the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Client acknowledges that any sales, exchanges or dispositions of securities may have federal and/or state income tax consequences for Client and may result in Client having to pay additional income taxes.

15. Liability. Except as otherwise provided by law, MarketRiders or its officers, directors, employees or affiliates will not be liable to Client for any loss:

a. Client may suffer as a result of MarketRiders' investment decision or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;

b. Caused by following Client's written or oral instructions;

c. Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform MarketRiders of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;

d. Caused by any action or omission by the Broker or any custodian to which MarketRiders directs transactions for Client's account or by any other third-party professionals or service providers;

e. Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond MarketRiders' reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation; or

f. Consisting of any indirect, special, incidental or consequential damages.

In certain instances, federal or state securities laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act ("ERISA"), impose liabilities on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

16. Non-Waiver of Compliance. Nothing in this Agreement, including any condition, stipulation or provision, may be interpreted to waive or limit any obligation of MarketRiders to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

17. Termination and Cancellation. This Agreement will continue in effect until terminated by either party. Either party may terminate the Agreement at any time by giving thirty (30) days' signed written notice to the other party. In the event that either party terminates this Agreement, any fees will be prorated to the date of termination and Client will be refunded any unearned portion of those fees. Termination of this Agreement will not affect:

- a. The validity of any action previously taken by MarketRiders;
- b. Any liabilities or obligations of the parties for transactions initiated before termination; or
- c. Client's obligation to pay and MarketRiders' right to retain fees for services rendered under the Agreement.

If a party terminates this Agreement, MarketRiders is not obligated to recommend or take any action with regard to the securities, cash or other investments in Client's account or liquidate any assets in Client's account after the termination date. It shall be Client's exclusive responsibility to provide written instructions to MarketRiders regarding any assets in the account following termination.

18. Binding Effect, Successors and Assigns, Assignment and Ownership Changes. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees. Neither Client nor MarketRiders may assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of the other party. Should there be a change of control of MarketRiders, the successor MarketRiders will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by MarketRiders. If Client continues to accept the services provided by the successor without written objection during the 60 days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the MarketRiders to Client under the terms and conditions of this Agreement. Client acknowledges that transactions that do not result in a change of actual control or management of MarketRiders shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to its conflict of laws principles. The Agreement shall also be construed in a manner consistent with the Advisers Act and the SEC rules and regulations under that Act and nothing in this Agreement shall be construed in any

manner inconsistent with the Advisers Act or any SEC rule, regulation or order promulgated thereunder and applicable to MarketRiders.

20. Client Acknowledgement of Receipt of Form ADV Client Brochure, Wrap Fee Brochure and Privacy Policy. Client acknowledges having received, on or before the date of this Agreement, a copy of MarketRiders' Form ADV Part 2A and Form ADV Part 2B Client Brochure, Wrap Fee Brochure and Supplement(s) or an equivalent document. Client further acknowledges that he or she has had a reasonable opportunity (at least 48 hours) to review the Form ADV Brochures and to discuss its contents with MarketRiders or professionals of Client's choosing before executing this Agreement. This Agreement will not take effect until at least 48 hours after Client has received MarketRiders' Form ADV Part 2 and MarketRiders has accepted this Agreement. If Client has not received a copy of MarketRiders' Form ADV Brochures at least 48 hours prior to signing this Agreement, Client may cancel this Agreement in writing without penalty within five (5) business days from the date of execution. In such case, Client shall not be responsible for the payment of any fees under this Agreement, but shall be responsible for all expenses and losses associated with the transactions executed in the account prior to receipt of such notice by MarketRiders. Client understands that MarketRiders will provide Client with an annual notice indicating the manner in which Client can obtain an updated Form ADV Part 2, and will provide Client with a copy of the same upon request. Client also acknowledges receiving, on or before the date of this Agreement, copies of MarketRiders' Privacy Policy and agrees to allow MarketRiders to make such limited disclosures of Client information as are permitted under its Privacy Policy.

21. Confidentiality. During the term and following the termination of this Agreement, the parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments held in Client's account. This confidential information shall not be disclosed to any third parties except as agreed upon in writing, as required by federal or state law, regulatory authorities, or as may be necessary to effect transactions in the account. Client has received and reviewed a copy of MarketRiders' Privacy Policy detailing how MarketRiders protects Client's non-public personal information. Except as otherwise agreed in writing or as required by law, MarketRiders will keep confidential all information concerning Client's identity, financial affairs, and investments. Typically, MarketRiders will only disclose information Client provides to MarketRiders in connection with this Agreement as required by law, or as needed, to implement Client's investment needs or to perform the services contemplated by the Agreement. Client may disclose confidential information to its attorneys, accounts or other professionals who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client. MarketRiders may retain copies of documents and other information in its files for compliance purposes.

22. Relationship with Multiple Owners of Client's Account. Client acknowledges that if multiple persons have an ownership in the account then each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account. MarketRiders will base its investment MarketRiders services under this Agreement on Clients' joint goals as collectively provided to it. MarketRiders may rely on instructions and information it receives from either Client in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement, unless and until such reliance is revoked pursuant to instructions attached to this Agreement signed by all clients. If MarketRiders receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), MarketRiders may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. MarketRiders is not responsible for any claims or damages resulting from such reliance or accountable for any change in the relationship between joint clients. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

23. ARBITRATION AGREEMENT. To the extent not inconsistent with applicable law, Client and MarketRiders agree to settle by mandatory and binding arbitration any controversy between themselves and/or any officers, directors, employees, or agents of MarketRiders relating to this Agreement, this account or any account transactions, or in any way arising from Client's relationship with MarketRiders. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction.

By signing this Agreement, Client and MarketRiders understand and agree that:

- a. The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act;
- b. Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited;
- c. The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is generally more limited in arbitration than in court proceedings;
- d. The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited;
- e. The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry;
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration;

- g. The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement;
- h. The arbitration will be pursuant to the Federal Arbitration Act;
- i. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and
- j. This pre-dispute arbitration agreement shall survive the termination of the Agreement or MarketRiders' advisory services under this Agreement.

Client acknowledges and agrees that he or she has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement. Any arbitration is voluntary in nature and the parties understand that by agreeing to arbitrate their disputes that are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

24. Death and Disability. Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement but Client's executor, personal representative, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to MarketRiders. Client recognizes that the Custodian may not permit any further account transactions until such time that any documentation required to establish authority regarding of Client's account is provided by Client's representative.

25. Miscellaneous. Client agrees to the provision of this Agreement in English and represents that Client understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of either party to enforce any term or condition of this Agreement is not a waiver of the term or condition.

By executing this Investment Advisory Wrap Fee Agreement, the parties acknowledge, understand and accept their respective rights, duties, and responsibilities. By signing this Investment Advisory Agreement, Client acknowledges that he or she has received Advisor's Form ADV, a copy of this Advisory Agreement, and a copy of Advisor's Privacy Policy, and that he or she understands, accepts and agrees to all the terms of this Agreement.

BY SIGNING THIS INVESTMENT ADVISORY WRAP FEE AGREEMENT, BOTH PARTIES AGREE TO THE ARBITRATION PROVISION SET FORTH IN SECTION 23 ABOVE. EACH PARTY REPRESENTS THAT IT HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION PROVISION.

SCHEDULE A
SCHEDULE OF FEES

Subscription Services: MarketRiders charges a monthly fee of \$14.95 or a yearly fee of \$149.95, paid in advance, for use of the Subscription Services. In the event Client terminates use of the Subscription Service, fees that are charged in advance will be refunded at the Client's request, based on the prorated amount of time elapsed at the point of termination. MarketRiders will waive its subscription fees and not charge Client for the Subscription Services if Client opens and funds an account with the Broker, which can then be used by Client to implement the investment allocation strategy recommended by MarketRiders.

Managed Accounts: Client agrees to pay MarketRiders an Investment Advisory Wrap Fee for its Managed Account investment advisory services, determined, calculated and payable as follows: The Investment Advisory Wrap Fee is based on a percentage of Client's assets that Advisor manages and is calculated and charged in accordance with the following fee schedule:

Assets under Management	Advisory Wrap Fee
On the first \$50,000:	0.45%
On the next \$50,000:	0.35%
On the amount over \$100,000:	0.25%

MarketRiders charges a minimum monthly fee of \$7.

MarketRiders calculates its advisory fee in Client's Account on a monthly basis. Monthly fees are calculated by dividing the Average Monthly Account Balance by twelve (12), then multiplying by the annual advisory fee rate. The Average Monthly Account Balance is calculated by adding together the daily Account balances as of the close of trading on the New York Stock Exchange ("NYSE") (herein, "close of markets") for each such day, or as of the close of markets on the immediately preceding trading day for any day when the NYSE is closed, and then dividing that sum by the number of days in the month. Except as provided below, the fees due for each calendar month shall be due and payable in arrears no later than the tenth business day of the immediately following calendar month.

The initial monthly fee will be prorated from the day this Agreement is executed and the last monthly fee will be pro-rated from the day this Agreement is terminated. Payments will also be due immediately upon notice provided by either party of intent to terminate the Agreement and payments will be due prior to a withdrawal that is equal to or greater than 98% of: the market value of the Account at that time minus the amount of fees due. The value of the Account for purposes of this Agreement will be determined by MarketRiders in accordance with its normal practices and procedures and such determination will be binding on the parties to this Agreement absent bad faith or manifest error.

Client will not be charged any commissions for trades effected through the Broker, but all other charges including custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, odd-lot differentials fees, transfer taxes, wire transfer and electronic fund fees, fees for delivery of documents in paper form, physical delivery of securities or transfers in-kind of securities, and Account ACAT and other similar charges incurred in connection with transactions for Client's account will be paid out of the assets in the Account and are in addition to the Wrap Fees paid by Client to MarketRiders.

MarketRiders shall not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of Client.

By signing the Agreement, Client and MarketRiders agree to the above-described calculation and procedures for paying the Investment Advisory Wrap Fee due to MarketRiders for its investment advisory services to Client.