



## Investment Advice Agreement

### Agreement

This Investment Advice Agreement (“**Agreement**”) is made by the person (the “**Client**,” “**you**” or “**yours**”) that has opted into this Agreement on the Sound Advice Mobile Application that you have downloaded (the “**App**”), and Sound Advice Financial, Inc. (“**Sound Advice**™,” “**we**” or “**us**”). This Agreement is effective as of the date we accept it through the App and supplements the Terms and Conditions you have accepted on the App. In consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Sound Advice™ agree as follows:

### Engagement & Limited Authority

You have engaged us on a non-discretionary basis to provide you with recommendations (based on your Client Information described below) of stocks, mutual funds, exchange-traded funds (“**ETFs**”), and other securities (collectively, “**Investments**”) for you to consider investing in. We will have no authority to buy or sell Investments for you. Instead, you will determine whether to invest in Investments and you will implement your decisions through a third-party broker-dealer (“**Custodian**”) that you select.

### Client Financial Circumstances

On the App, you will provide us information, including your financial circumstances, risk tolerances, investment restrictions, goals and objectives (the “**Client Information**”). You may update or change your Client Information at any time, but when you make updates or changes, we will not provide any new Investment recommendations to you unless you request a new recommendation based upon changes to your Client Information.

### Custodial & Brokerage Services

You have separately engaged the Custodian. We do not maintain custody of your funds or securities, nor are we authorized to hold or receive any stock, bond or other security or investment certificate or cash that is part of the account you hold with your Custodian. The Custodian’s fees and expenses are entirely your responsibility.

You will receive account statements directly from the Custodian at least quarterly. You should carefully review those statements promptly.

### Confidentiality

Except as otherwise agreed in writing or as permitted or required by law, we will exercise diligence and care with respect to keeping confidential all of your Client Information, as described in our Privacy Notice you received through the App.

### Basis of Advice

You acknowledge that we obtain information from a wide variety of publicly available sources and that we have no sources, nor do we claim to have sources, of inside or private information. Our advice to you about Investments is derived from an algorithm we have developed and deployed through the App, which generates recommendations based upon the professional judgment of our personnel and/or other non-affiliated specialists. Results of those decisions cannot be guaranteed.

### Termination

This Agreement may be cancelled at any time, for any reason by either party with 30 days’ written and/or electronic notification. The 30-day termination period will commence with the receipt of that notification by the recipient. Upon the termination of this Agreement, we will not provide any further recommendations on Investments. The provisions of the following sections of this Agreement will survive any termination: “Acknowledgements,” “Liability & Indemnification,” “Arbitration” and “Miscellaneous.”

### Fee

The one-time fee for our services under this Agreement is \$1, which we will donate to the charity identified on the App. Unaffiliated third parties may impose certain charges applicable to the Investments. These charges may include charges imposed by a mutual fund, index fund or ETF, certain deferred sales charges, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees. You will also be responsible for these costs and the Custodian’s fees.

### Proxies; Class Actions

Client or Client’s named fiduciaries retain the right and obligation to vote any proxies relating to the Investments. We will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any Investments.

We accept no obligation to determine if your Investments are subject to a pending or resolved class action lawsuit, nor do we have any duty to evaluate your eligibility or to submit a claim to participate in the proceeds of a securities class action settlement or verdict. Similarly, we accept no obligation or responsibility to initiate litigation to recover damages on your behalf if you have

been injured by the actions, misconduct, or negligence by corporate management of Investments you hold. If we receive written or electronic notice of a class action lawsuit, settlement, or verdict affecting your securities, we will forward all notices, proof of claim forms, and other materials to you.

#### **IRAs & ERISA Plans**

If this Agreement is entered into by a trustee or other fiduciary on behalf of a plan (a “**Plan**”) subject to the Employee Retirement Income Security Act of 1974 (“**ERISA**”) or Section 4975 of the Internal Revenue Code of 1986, as amended (the “**Code**”), you: (a) understand that we will not act as a “fiduciary” within the meaning of ERISA §3(38) with respect to such Plan assets and that notwithstanding any other provision of this Agreement, we will not exercise any discretion respecting such Plan assets—you will retain all authority to direct your Plan investments under the terms of the Plan; (b) understand that the sponsor of any ERISA Plan or its delegees—and not Sound Advice™—is responsible for the Plan investment options and that we do not act as the Plan administrator, recordkeeper, investment adviser, custodian or broker, nor are we responsible for engaging any such parties; (c) represent to us that you have not engaged in any “prohibited transaction” under ERISA with respect to your engagement of us or entering into this Agreement; (d) neither you nor any other person or institution that is acting as your agent or is otherwise acting on your behalf may engage in any prohibited transaction, within the meaning of Code §4975 respecting your Investments; (e) certain Investments may generate unrelated business taxable income, which you must monitor, as it may be taxable to you for a given tax year, and in which case you must make filings with the Internal Revenue Service; (f) certain Investments charge redemption fees or sales charges, and these fees and charges may negatively impact the Investments’ performance; (f) we have no duty to determine whether your contributions or distributions from an IRA comply with the Code or regulations adopted thereunder; and (g) we do not guarantee that the Plan will not lose money or depreciate.

#### **Liability & Indemnification**

As an investment adviser registered under the Investment Advisers Act of 1940 (“**Advisers Act**”), we have fiduciary duties to our clients, and those generally include (a) the duty of care (which requires us to give you advice that is in your best interest and that is suitable for you); (b) the duty of loyalty (which means we cannot put our interests before yours); (c) the duty of obedience (which means we must follow this Agreement and your instructions); (d) the duty to act in good faith (which means we must be honest with you and treat you fairly); and (e) the duty to give full and fair disclosures to you (we refer to the foregoing duties as our “**Duties**”).

Nothing in this Agreement is intended to cause you to waive your rights under the Advisers Act or any other applicable law.

So long as we act in accordance with our Duties to you and we have acted with reasonable care, you agree that we will not be responsible for any Investment losses resulting from market changes or from your instructions or Client Information; nor will we be responsible for losses other than trade errors resulting from the actions or failure to act by any third party, so long as the third party was not engaged by us to provide services to you. **We encourage you to discuss the foregoing liability limitations with your own legal advisors.**

#### **Other Clients**

You understand and agree that we provide investment advisory and other services for various other clients. You further understand that we and our affiliates may take investment action on behalf of such other clients, or for Sound Advice™ and/or its employees’ own accounts that differ from any investment advice given to you.

#### **Reports**

As your custodian, the Custodian will be responsible for sending confirmations of each transaction they execute for you and a brokerage statement no less than quarterly. We will not provide you with any reports respecting your Investments.

#### **Acknowledgements**

*Investment risk:* You recognize that there may be loss or depreciation of the value of any Investment due to the fluctuation of market values, and accordingly the value of Investments will change, and may decrease. You represent that we have not made any guarantee, either oral or written, that your investment objective will be achieved or that the value of any of your Investments will not decline.

*Taxable distributions:* You understand the use of ETFs and mutual funds in non-qualified brokerage accounts may distribute unwanted, taxable income in the form of interest, dividends, short-term capital gains and long-term capital gains.

*App Limitations:* As described in greater detail in the Sound Advice™ Firm Brochure (the “**Brochure**”), our advisory services are **not** a comprehensive asset management service. For

example, the Investments are limited to ETFs, mutual funds and certain other securities, and therefore restrict the universe of potential Investments significantly; the App's recommendations are done through automation, meaning the App's ability to achieve your stated objectives is necessarily limited and subject to the App's design; the App will not automatically provide you with updated recommendations if you update your Client Information; and we will not compare the Custodian's services or costs to those of other custodians or broker-dealers.

#### **Arbitration**

Any claim, controversy, or dispute arising out of or relating to this Agreement or the interpretation, performance, termination, or alleged breach thereof, must be finally settled by binding arbitration as provided in the Terms and Conditions you have accepted on the App. Client understands that nothing in this Agreement modifies any rights Client may be afforded under the federal or state securities laws, including the Advisers Act and the Federal Arbitration Act.

#### **Notice & Electronic Delivery**

All notices or other communications required to be given to us must be sent to Attn: Legal, Sound Advice Financial Inc., 222 W. Merchandise Mart Plaza, Suite 1212, Chicago, IL 60654, or to such other address, or [info@soundadvice.ai](mailto:info@soundadvice.ai), as we may designate from time to time to you. All notices or communications will be deemed to have been given when received by the party to whom it was sent. Periodically we provide information to clients electronically through sources such as email, secure email and the App. We intend to send you electronically via email or publish to the App our Brochure, our Form ADV Part 1 and 2B, our privacy policies and other communications. If published to the App, you will receive an email notification stating the reports are available for retrieval on the App. You will use the secure ID and Password you created to retrieve such materials from the App. Please notify us immediately if you change your email address and be sure all emails from the domains "no-reply@soundadvice.ai" are listed in your "safe senders" list in any spam filters you may use.

We will default to electronic delivery of all documents, and you consent to receive from us any correspondence, documents, notices or other communications provided by Sound Advice™ under applicable law or otherwise as contemplated in this Agreement. By providing such consent, you further agree and acknowledge that:

- You authorize Sound Advice™ to deliver any notices required under this Agreement, or any type of document relating to this Agreement (including our Brochure and privacy notice), instead of paper copies, either by email to the email address you provide, or by referring you to the App.
- You have access to a computer with the means to access such documents (including PDF software, available free of charge at Adobe's website [www.adobe.com](http://www.adobe.com)), and that you may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). Sound Advice™ is not liable for these costs or any computer problems (including viruses) you incur in accessing the documents.
- You agree to notify us at the address above immediately if you have any reason to believe your email address or account may have been compromised or damaged by any third party.
- You agree that in no event will Sound Advice™ or any of its affiliates be responsible in any manner for any losses or damages caused by any unauthorized use of your email address, email account or instructions received by such parties from your email address or account.

#### **Miscellaneous**

*Assignment:* This Agreement may not be assigned by either party without the prior consent of the other. For purposes of the foregoing, the term "assignment" has the meaning given to it in the Advisers Act and interpretations thereof. Client agrees that Client's consent of an assignment of this Agreement by Sound Advice™ may be deemed to be given by Client's failure to object to a notice from Sound Advice™ informing Client of a proposed assignment with 45 days of Client's receipt of such notice.

*Entire agreement; amendment:* The laws of the State of Illinois (exclusive of that state's conflicts of laws provisions) will govern this Agreement and its enforcement. This Agreement, along with all exhibits and attachments, constitutes the entire agreement between us and supersedes any prior agreement. It may be amended only by a written agreement signed by the Client and by an Sound Advice™ officer, or as otherwise modified on the App.

*Acknowledgement:* By opting into this Agreement, you acknowledge you have received a copy of Sound Advice™ Brochure and Privacy Notice. You further acknowledge that any Investments we may recommend are (a) not insured by the FDIC, NCUA, or any other regulatory agency; (b)

not deposits or obligations of, nor guaranteed by, Sound Advice™ or any of its affiliates, financial institutions, or any affiliated entity; (c) subject to investment risk, including possible loss of principal amount invested; and (d) do not have performance guaranteed by anyone.

*Severability:* Any provision of this Agreement which shall be determined to be invalid, void or illegal, shall in no way affect, impair or invalidate any other provision and all other provisions shall remain in full force and effect.

*Validity:* If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

*Consent To Conduct Business Electronically:* The parties may use and rely upon electronic records and electronic signatures (a) for execution and delivery of this Agreement and any other agreement, understandings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement and (b) in providing their obligations or exercising rights under this Agreement.