BCP ADVISORS LLC DBA BCP GLOBAL  
INVESTMENT ADVISORY AGREEMENT  
v.05202021  
You ("Client"), being duly authorized, hereby employs BCP Advisors LLC, d/b/a BCP  
Global ("Adviser" or “Firm”), as investment adviser to manage your brokerage account (the  
“Account”) at such securities broker, as BCP Global shall designate, on the following terms and  
conditions:  
1. Term. This Agreement shall commence on date hereof and shall terminate upon written  
notice by either party.  
2. Authority. Adviser shall have full power to direct, manage, and change the investment and  
reinvestment of the assets in the Account, the proceeds thereof, and any additions thereto, and to  
take other action with respect to such assets, all without prior consultation with Client. Adviser  
provides discretionary digital advisory services to clients primarily via the Internet with limited, if any,  
interaction with representatives of the Firm. Investments are determined based upon the client’s age,  
employment status, annual income, net worth, investment experience, investment time horizon, and  
relative concerns regarding profits and losses, as provided by client through an online questionnaire.  
In providing all services hereunder, Adviser will rely on the financial information and other information  
provided by Client without any duty or obligation to investigate the accuracy or completeness of the  
information. Refer to Form ADV, Part 2A Appendix 1 for discussion of such arrangements. This  
authority shall remain in full force and effect until Adviser receives written notice from the Client of  
its termination or until the Adviser receives actual notice of the Client's death or adjudicated  
incompetence.  
3. Services of Adviser. By execution of this Agreement, Adviser accepts the appointment as  
investment adviser and agrees to direct the investments of the Account. It is agreed that the sole  
standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudence and  
diligence under the circumstances then prevailing that a prudent man acting in a like capacity and  
familiar with such matters would use in the conduct of an enterprise of a like character and with like  
aims. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for  
the accuracy of information furnished by Client or any other party. Client should refer to the Adviser’s  
Form ADV Part 2A and/or other appropriate disclosure documents for a complete discussion of the  
services offered, including a description of all fees and expenses associated with the services.  
4. Transaction Procedure. All transactions will be executed through the custodian. Deposits  
and withdrawals of cash and/or securities will be made by the Client with the Custodian. Adviser  
shall not act as custodian for the Account and shall not take possession of cash and/or securities of  
the Account. Adviser shall not be responsible for any loss incurred by reason of any act or omission  
of any broker or dealer or the Custodian. Client shall not withdraw or deposit cash and/or securities  
in the Account without simultaneously informing Adviser.  
5. Reports to Adviser. Clients will instruct the Custodian to provide Adviser with, or access  
to, such periodic statements concerning the status of the Account as Adviser may reasonably  
request.  
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6. Confidential Relationship. All information and advice furnished by either party to the other  
hereunder, including their respective agents and employees, shall be treated as confidential and  
shall not be disclosed to third parties except as required by law.  
7. Service to Other Clients. Adviser acts as adviser to other clients and may give advice, and  
take action, with respect to any of those which may differ from the advice given, or the timing or  
nature of action taken, with respect to the Account. It is understood that Adviser performs investment  
advisory services for itself, its officers, directors and shareholders as well as various other clients.  
Client agrees that Adviser may give advice with respect to any of its other clients which may differ  
from advice given or the timing or nature of action taken with respect to the Account, so long as it is  
the Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over  
a period of time on a fair and equitable basis relative to other clients. It is understood that Adviser  
shall not have any obligation to recommend for purchase or sale for Account any security which  
Adviser, its principals, affiliates or employees may purchase or sell for its or their own accounts or  
for the account of any other client, if in the opinion of Adviser in its sole discretion, such  
recommendation appears unsuitable, impractical or undesirable for the Account.  
8. Third-Party Investment Manager. The client authorizes the Adviser to engage a third-party  
investment manager (“Model Provider”) to provide non-discretionary investment recommendations  
to the Adviser for the Adviser to utilize in connection with the Adviser’s management of the client’s  
account. Unless expressly authorized by the Client, Adviser will not share Client’s information with  
the Model Provider. Model Provider shall not have authority to place orders for the execution of  
transactions or to give instructions to Adviser with respect to Adviser clients’ assets. As between  
Model Provider and Adviser, it shall be the sole responsibility of Adviser to:  
a. Determine whether a Model Portfolio and each security included therein initially is and  
remains appropriate and suitable for an Adviser client; and  
b. Make discretionary determinations as to the securities to be bought and sold for each  
account.  
9. Fees. The compensation to Adviser (Management Fee) for its services under this  
Agreement shall be calculated and paid in accordance with the attached Schedule of Fees which  
may be amended from time to time by Adviser upon thirty (30) days written notice to Client. A copy  
of the commencing fee schedule is attached hereto as Exhibit A.  
All brokerage commissions associated with the purchase or sale of securities will be absorbed by  
the Adviser.  
No portion of Adviser compensation shall be based on capital gains or capital appreciation of the  
assets except as provided for under the Investment Advisers Act of 1940 (“Advisers Act”).  
10. Valuation. In computing the market value of any investment of the Account, each security  
listed on any national securities exchange shall be valued at the last quoted price on the valuation  
date of the principal exchange on which such security is traded. Any other security or asset shall be  
valued in a manner determined in good faith by Adviser to reflect its fair market value.  
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11. Investment Objectives and Restrictions. It will be Client's responsibility to advise Adviser,  
via the web portal and applicable questionnaires, on the investment objective of the Account and of  
any changes or modifications therein as well as any specific investment restrictions.  
12. Termination and Assignment. This Agreement may be terminated at any time by either  
party giving to the other written notice of such termination. Adviser will not accept any termination  
instructions, including account liquidation instructions, unless provided in writing by the Client. No  
assignment, as that term is defined in the Advisers Act, of the Agreement shall be made by Adviser  
without consent of Client.  
13. Notices. Unless otherwise specified herein, all notices, instructions, and advice with  
respect to any matters contemplated by this Agreement shall be deemed duly given when  
electronically received by Adviser at the electronic mail address of record, or when electronically  
delivered to Client (or delivered by hand) at the electronic mail address of record, and to the  
Custodian at such address as it may specify to Adviser in writing. Adviser may rely upon any notice  
from any person it reasonably believes is authorized to act on behalf of the client.  
14. Representations by Client. Client represents and confirms that the employment of Adviser  
is authorized by the governing documents relating to the Account and that terms hereof do not violate  
any obligations by which Client is bound, whether arising by contract, operation of law or otherwise,  
and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate  
action and when executed and delivered will be binding upon Client in accordance with its terms,  
and (b) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably  
require, whether by way of a certified resolution or otherwise. The Client acknowledges that the  
strategies the Adviser may employ may present certain risks to the Account, including the risk of  
loss to the principal value of the Account due to general market risks and variations in market interest  
rates and the Account's overall performance. The Client further acknowledges that the Adviser  
cannot guarantee the Account's performance or that the strategies the Adviser will employ will result  
in profits to the Account.  
15. Representations by Adviser. The Adviser represents and confirms that a) Adviser is  
registered as an investment adviser under the Advisers Act and is a fiduciary with respect to the  
Account, b) Adviser has the right, authority and legal capacity to enter into and perform her  
obligations under this Agreement including the authority to contract Third-Party Money Managers to  
create Adviser’s model portfolios and to manage Adviser’s portfolio strategies, c) Adviser has the  
authority to implement third party portfolio models for the clients, d) Adviser has the appropriate  
structure in place to structure third party portfolio models for the clients.  
16. Access Interruptions. Client understands that Adviser does not guarantee that access to  
the website or the mobile application and account management via the website or the mobile  
application will be available at all times. Adviser reserves the right to suspend access to the Account  
without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to  
the website or the mobile application, and hence, the Account, may be limited or unavailable due to,  
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among other things: market volatility, peak demand, systems upgrades, maintenance, hardware or  
software malfunction or failure, internet service failure or unavailability, the actions of any  
governmental, judicial, or regulatory body, and any unforeseeable circumstance. Client agrees that  
Adviser will not be liable to Client for any damages (including losses, lost opportunities, lost profits,  
and the cost of substitute services) relating to the use of, inability to use, disruptions or interruptions  
in, the lack of access to, or the operation of, or otherwise arising in connection with, the Websites,  
any linked websites, the mobile application. Without limiting the generality of the preceding sentence,  
Adviser will not be liable for the transmission of harmful data or code that may impact equipment,  
files, or data of you or anyone else or for the incompatibility of any equipment you own or use with  
technology used by Adviser. Client agrees that the Adviser make any warranty of any kind, express  
or implied, regarding the usability or functionality of the Adviser website, or the mobile application,  
or any other hardware, software, or technology used in connection with the system.  
17. Custody; Brokerage; Trade Confirmations; Account Statements; Performance Reports.  
Unless Client instructs Adviser otherwise, Adviser will place orders for the execution of transactions  
with or through such brokers, dealers, or banks, as Adviser may select. Such custodian will act as  
Client’s Custodian. The custodian will take possession of all cash, securities and other assets in the  
Account in safekeeping and under its control until otherwise directed in writing by Client. The  
custodian shall provide Client with confirmations of trades executed on behalf of the Client as and  
when required by applicable law and with periodic account statements, which shall be provided at  
least quarterly, identifying the amount of funds and of each security in the account at the end of the  
applicable period and setting forth all transactions, including the payment of any fees, in the account  
during the applicable period.  
Client agrees to suppress individual trade confirmations in favor of receiving a summary of all  
transactions not less than quarterly. In addition, Client chooses to have electronic access to all  
confirmations and statements. In lieu of separate trade confirmations, information from the  
confirmation will be reported at least quarterly via the brokerage statement. You can obtain upon  
request to Adviser and at no additional charge, information regarding any trade confirmation for your  
account, and a paper or electronic copy of any trade confirmation. Adviser will also have access to  
a confirmation of each trade.  
All orders for the purchase and sale of securities for the Account shall be placed in such markets,  
through such brokers, dealers or other parties, at such prices and at such commission rates, as the  
case may be, as in the good faith judgment of Adviser is prudent; provided that such execution is  
consistent with this Agreement, any applicable securities laws, and any applicable United States  
Department of Labor Prohibited Transaction Class Exemptions. In selecting a broker, dealer or other  
party for any transaction or series of transactions, Adviser may consider a number of factors,  
including, for example, net price, reputation, financial strength and stability, efficiency of execution,  
block trading and block positioning capabilities, willingness to execute related or unrelated difficult  
transactions in the future, order of call and other matters ordinarily involved in the receipt of  
brokerage services generally.  
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Client agrees that Adviser may aggregate sales and purchase orders of securities held in the  
Account with similar orders being made simultaneously for other accounts managed by Adviser if, in  
Adviser’s reasonable judgment, such aggregation shall result in an overall economic benefit to the  
Account. Client acknowledges that Adviser’s determination of such economic benefit to the Account  
is based on an evaluation that the Account is benefited by relatively better purchase or sales prices,  
lower commission or other transaction expenses and beneficial timing of transactions, or a  
combination of these and other like or unlike factors. When aggregate sales and purchase orders  
occur, the objective of Adviser shall be to allocate the executions among the accounts managed by  
Adviser in a manner believed by Adviser to be fair and equitable for all accounts involved.  
18. Disclosure Statement. Client hereby acknowledges receipt of Adviser's Disclosure  
Statement, (Part 2A and 2B of the Form ADV for Adviser and the Adviser’s Investment Adviser  
Representative, respectively) as required by Rule 204-3 under the Advisers Act. Client further  
acknowledges that the Form ADV Part 2A and Part 2B has been delivered to the Client prior to or at  
the time of entering into this agreement.  
19. Privacy Notice. Client hereby acknowledges receipt of a copy of Adviser’s Privacy  
Notice prior to or at the time of entering into this agreement.  
20. Proxy Voting and Class Actions. The Client shall vote proxies with respect to the  
account's assets, and Adviser shall not have authority to vote such proxies.  
21. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement of  
the parties with respect to management of the Account and can be amended only by a written  
document signed by the parties. It shall be governed by the laws of the State of Florida.  
22. Attorney's Fees. In the event of a dispute or litigation as to any terms or conditions of this  
Agreement, or if a party brings an action or proceeding to enforce or declare any rights herein  
created, or to bring about or declare the termination, cancellation, or rescission of this Agreement,  
the prevailing party in such action or proceeding shall be entitled to receive from the other party fees  
and costs, including attorney's fees, as a Court of competent jurisdiction may deem just and proper.  
23. Arbitration. Any controversy arising out of or relating to this Agreement or the breach  
thereof, shall be settled by arbitration in accordance with the rules then in effect of the code of  
arbitration procedure of the American Arbitration Association. The award of the arbitrators, or a  
majority of them, shall be final and judgment upon the award rendered may be entered in any state  
or federal court having jurisdiction. At least one member of the panel must have five (5) years of  
experience in the securities industry.  
Arbitration or any other hearing or legal proceeding between Adviser and Client shall take place in  
a mutually agreed upon location. It is further understood and agreed to that, pursuant to the above  
arbitration clause:  
a. arbitration is final and binding on all parties;  
b. the Parties are waiving their right to seek remedies in court, including the right to jury trial,  
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except where such waiver would be void under federal securities law, including the right  
to choose the forum, whether arbitration or adjudication, in which to seek resolution of  
disputes;  
c. pre-arbitration discovery is generally more limited than and different from  
d. court proceeding;  
e. the arbitrator’s award is not required to include factual findings or legal reasoning and  
any party’s right to appeal or seek modification of rulings by the arbitrators is strictly  
limited;  
f. the panel of arbitrators will include a minority of arbitrators who were or are  
g. affiliated with the securities industry.  
Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek  
a judicial forum where such waiver would be void under the federal securities laws. Arbitration is  
final and binding on the parties.  
24. Liability. Client understands and agrees that (A) there are significant risks associated with  
investing in securities, including, but not limited to, the risk that of substantial diminution in value; (B)  
Adviser 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; (C) The  
Account will be invested in securities according to the Client’s risk profile and subject to the  
information provided by the Client in the Questionnaire; and (D) 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 the Account will be managed solely by Adviser issuing trading  
instructions to Broker/Custodian to cause the Account to follow the investment profile, based on the  
information Client has provided to Adviser through the online questionnaire. Client further  
understands that if any of the information Client provides to Adviser is or becomes incomplete or  
inaccurate, the Account’s activities may not achieve Client’s desired investment or tax strategy.  
Client understands and agrees that Adviser 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 Adviser on  
behalf of Client due to any or all of the following, which are likely to happen from time to time: (A)  
any kind of interruption of the services provided by Adviser’s ability to communicate with the Broker;  
(B) algorithm malfunction, hardware or software malfunction, failure or unavailability; (C) Broker  
system outages; (D) internet service failure or unavailability; (E) the actions of any governmental,  
judicial or regulatory body; and/or (F) force majeure.  
Client understands and agrees that the prices of Securities purchased or sold for the Account may  
be less favorable than the prices in similar transactions for other Adviser Clients.  
25. Compliance with federal and state laws. Federal and state securities laws impose  
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liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this  
Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have  
under federal and state securities laws.  
This Advisory Agreement shall be dated as of the time Client enters Client’s electronic  
signature.  
Client’s name and electronic signature shall be incorporated by reference to fields entered  
through the sign-up process on the website.  
Electronic Signature: [ ] By checking this box you consent that this action is equivalent to your  
written signature, and that, by doing so, you are entering into a legal agreement. You acknowledge  
that you have read and agreed to BCP’s Client Account Agreement provisions and terms. You  
agree to receive all account information electronically, including the annual delivery of BCP’s Form  
ADV and your custodial broker’s statements and notifications. You certify that the information  
provided in this application is true and correct and you will notify BCP within thirty days of any  
significant changes.  
Adviser approval shall be incorporated by reference to fields captured by Adviser’s  
software systems.  
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EXHIBIT A  
SCHEDULE OF FEES  
Asset Under Management Annual Fee  
We charge an advisory fee for managing client accounts. Our tiered fee structure is as follows:  
● For the first $100,000, the client pays an annual fee up to 1.85% of the account’s Net Liquidation  
Value,  
● Then, from $100,001 to $500,000, the client pays an annual fee up to 1.65% of the account’s  
Net Liquidation Value,  
● Then, from $500,001 to $1,000,000, the client pays an annual fee up to 1.25% of the account’s  
Net Liquidation Value,  
● And then, from $1,000,001 and up, the client pays an annual fee up to 1.10% of the account’s  
Net Liquidation Value.  
The Client shall pay the Adviser in arrears for services provided under this contract during each  
calendar month. The advisory fee is calculated as an annualized percentage based on the Net  
Liquidation Value of the Account applied daily on a 252 business days basis. The Client agrees to  
have its fees automatically calculated and deducted monthly from the Account by the custodian.  
When services provided are for less than one calendar month, the fee will be prorated based upon  
the annual rate. The Adviser shall not be compensated based on capital gains upon or capital  
appreciation of any or all of Client's assets covered by this Agreement.  
Client hereby authorizes Adviser to instruct the custodian to debit all Management Fees directly from  
the account and to pay such Management Fees to Adviser. Monthly Management Fee debits will be  
noted on Client’s account statements. Management Fees will be payable, first, from free credit  
balances, if any, in the account, and second, from the liquidation or withdrawal by instruction of the  
Adviser to the custodian of Client’s share of any money market funds, or balances in any money  
market account. This Agreement shall serve as authorization for such liquidation or withdrawal. In  
the event, that such free credit balances or money market assets are insufficient to satisfy payment  
of these Management Fees, Client agrees that Adviser may instruct the custodian to liquidate  
Account assets to satisfy the deficit. Client expressly acknowledges that Adviser has the right to  
make these liquidations.  
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