**CLIENT ADVISORY AGREEMENT** **TRADESPRO LLC** Investment Advisory Services Agreement

This Investment Advisory Agreement ("Agreement") is made and entered into by and between TRADESPRO LLC, a Texas-registered investment adviser with its principal place of business at 15305 Dallas Pkwy, Suite 1200, Addison, TX 75001 ("Adviser"), and [Client Name], residing at [Client Address] ("Client"). Adviser and Client may collectively be referred to as the "Parties."

**1. Scope of Services**

The advisory services provided by TRADESPRO LLC are modular, client-centric, and built to flex with each client’s needs. These services are tailored to meet the individual needs and investment objectives of each Client and typically include the following:

* Discretionary portfolio management for individual, joint, retirement, and business accounts
* Non-discretionary investment guidance when explicitly agreed upon
* Strategic asset allocation and investment strategy development
* Security selection, trade execution, and transaction monitoring
* Structuring of high-conviction or complex trades
* Advanced technical analysis and scenario modeling
* Access to model portfolios and pooled investment vehicles
* Periodic portfolio rebalancing and performance reporting
* Education, coaching, and consultative sessions on financial markets, instruments, and strategies

Adviser may also provide services related to pooled investment vehicles, such as model portfolios or privately managed accounts, subject to separate documentation or fund disclosures, where applicable.

Adviser may engage sub-advisors, model managers, or third-party portfolio platforms to support specific investment strategies or account segments. In such cases, Adviser remains responsible for evaluating, selecting, and overseeing such providers and will ensure full disclosure of all fees, risks, and strategic rationale to the Client prior to engagement.

Adviser shall act with full **discretionary authority** to manage and execute trades in Client accounts without prior Client approval for each individual transaction, unless otherwise specified in writing. Notwithstanding such authority, Adviser’s standard approach is collaborative and consultative, and it will strive to inform the Client of material investment decisions and rationale when appropriate.

Client agrees to provide Adviser with accurate and complete information regarding financial circumstances, objectives, investment restrictions, tax status, and other relevant data and agrees to promptly notify Adviser of any changes to this information. Adviser is not responsible for outcomes based on inaccurate, incomplete, or outdated information provided by the Client.

Client acknowledges that the scope of services may be tailored through written agreement and may evolve over time based on the Client’s changing goals, financial status, or legal circumstances. Adviser reserves the right to expand or limit the services provided to a Client with reasonable notice, in accordance with regulatory obligations and operational considerations.

**2. Custody and Brokerage** Client assets will be held by a qualified third-party custodian selected by the Client. Adviser does not maintain physical custody of Client assets or securities and shall not be responsible for any acts, errors, or omissions by the custodian. Client is responsible for entering into a separate agreement with the custodian for account services.

Adviser may recommend custodians and broker-dealers to facilitate the execution of transactions and the safekeeping of assets. In making such recommendations, Adviser considers factors including execution quality, clearing and settlement capabilities, platform functionality, technology integrations, reporting quality, cost structure, and overall client experience.

Adviser receives **no compensation, commissions, referral fees, or revenue-sharing arrangements** from any custodian, broker-dealer, or third-party financial institution for making such recommendations. Adviser does not participate in any "soft dollar" arrangements. Any relationships maintained with custodians or service providers are based solely on the merit of services provided to the Client.

While Adviser will act in good faith to seek best execution of trades, the Client acknowledges that best execution does not necessarily mean the lowest available commission. Adviser cannot guarantee the quality of execution by any recommended or selected custodian or broker.

Client authorizes the custodian to deduct advisory fees as instructed by Adviser. If there is insufficient cash in the account, the custodian may liquidate securities to pay such fees. Adviser is not responsible for errors, delays, or service failures by any custodian or third-party platform.

Client understands that custodians may charge transaction fees, account maintenance fees, and other administrative charges independently of the Adviser’s fees. These costs are borne by the Client and are disclosed by the custodian pursuant to their own fee schedules.

**3. Fee Structure**

TRADESPRO LLC may employ a variety of fee structures depending on the nature of the advisory relationship, the scope of services, and client preferences. The types of fees that may be charged include, but are not limited to, the following:

**A. Tiered AUM-Based Fees**  
Adviser charges an annual investment advisory fee based on the following tiered structure:

|  |  |
| --- | --- |
| **AUM Range** | **Annual Fee** |
| $0 – $250,000 | 1.50% |
| $250,001 – $1,000,000 | 1.25% |
| $1,000,001 – $5,000,000 | 1.00% |
| $5,000,001 – $10,000,000 | 0.85% |
| $10,000,001 and above | 0.65% |

Fees are calculated quarterly in arrears based on the average daily balance of assets managed during the quarter. Fees are debited directly from Client accounts with prior written authorization and accompanied by a detailed invoice.

**B. Engagement-Based Services**  
Adviser may offer standalone, project-based services for complex trade structuring, advanced technical analysis, or scenario modeling. Engagement fees may range from $750 to $5,000 or more, depending on complexity, scope, and delivery format. These fees are agreed upon in advance in writing.

**C. Hourly Consulting Services**  
Clients may engage Adviser for consulting, trade discussion, portfolio review, or educational services. Hourly consulting is billed at a rate of **$175 to $250 per hour**, depending on complexity. This rate may apply in addition to the project fee if significant time is spent discussing or refining structured trades. These sessions are billed upon completion and are not part of the ongoing AUM-based advisory fee unless otherwise stated.

**D. Flat Fees**  
In certain cases, Adviser may agree to provide services for a fixed or flat fee. These services may include financial planning, portfolio reviews, or standalone advisory deliverables not tied to ongoing account management. Flat fees may be charged on a one-time or annual basis and are agreed upon in writing before service delivery.

**E. Subscription Fees**  
Adviser may offer subscription-based access to periodic market analysis, research reports, model portfolios, or other advisory content. These services may be provided for a recurring monthly or annual fee and may be separate from portfolio management or one-on-one consulting services.

**F. Performance-Based Fees**  
Adviser may offer performance-based fee arrangements to clients who meet the definition of "qualified client" under Rule 205-3 of the Investment Advisers Act of 1940, or under applicable state law. Performance-based fees are compensation structures in which the Adviser shares in the gains or returns generated in a client’s portfolio above a specified benchmark or hurdle rate, or based on the net capital appreciation of the account.

These arrangements are generally expressed as a percentage of profits (e.g., 20% of profits above a benchmark) and may be combined with a base management fee. Performance-based fees are subject to market volatility and therefore may incentivize the Adviser to take greater risks in client portfolios. Adviser has internal policies and risk controls to manage and mitigate this potential conflict.

Each performance fee arrangement will be subject to a separate written agreement that clearly details the calculation method, timing of performance assessments, applicable benchmarks or high-water marks, clawback provisions (if any), and other relevant terms. Adviser will provide full disclosure of the risks and rationale behind performance-based billing and ensure the client understands and consents to all aspects prior to implementation.

Clients may request further clarification on how performance fees are calculated, and Adviser agrees to provide reasonable documentation of calculations upon request. Performance-based fees will only be offered in accounts where permitted by applicable law and will not be charged to clients who do not meet the appropriate qualification standards.

**G. Commission Offset or Financial Planning Credit**  
In some cases, flat or hourly financial planning fees may be waived or credited if the client subsequently engages Adviser for ongoing asset management. These arrangements will be disclosed in writing at the time of agreement.

All fee structures are disclosed in Form ADV Part 2A, and any changes to the agreed-upon structure will require written consent by both Adviser and Client. Adviser does not receive commissions or third-party compensation in connection with its advisory services.

**4. Conflicts of Interest** Adviser is committed to maintaining the highest ethical standards and upholding its fiduciary duty to place the interests of the Client above its own. Adviser does not receive commissions, referral fees, revenue-sharing arrangements, or third-party compensation in connection with its investment recommendations. Adviser’s compensation is derived solely from fees paid by Clients as outlined in this Agreement.

Adviser may recommend custodians, brokers, or third-party service providers based on factors such as execution quality, technological capabilities, cost, and client service. While Adviser may have professional relationships with such providers, it receives no compensation or economic benefit from such referrals. Clients are under no obligation to use any recommended service provider.

Adviser will fully and promptly disclose any potential or actual conflicts of interest that may arise in the course of providing advisory services. If a conflict is material and cannot be reasonably avoided, Adviser will obtain informed written consent from the Client before proceeding.

Adviser and its personnel may hold or transact in the same securities recommended to Clients, provided such activities do not conflict with Client interests. All such activities are governed by the firm’s Code of Ethics, which includes policies on personal trading, pre-clearance, and prohibited conduct.

The Client acknowledges that Adviser may manage other client accounts with similar investment objectives, and may give advice or take actions for other clients that differ from those taken with respect to the Client’s account. Adviser endeavors to allocate investment opportunities fairly and equitably over time to avoid favoring one client over another.

**5. No Guarantee of Performance** Client understands and acknowledges that investing in securities involves inherent risks, including, but not limited to, the potential loss of principal. Market conditions, economic factors, and political developments may cause investments to fluctuate in value, sometimes significantly and rapidly.

Adviser makes no guarantees or representations regarding the future performance or profitability of any investment recommendation, model portfolio, strategy, or market outlook provided. Past performance is not indicative of future returns and should not be relied upon as a guarantee of success.

Client agrees that Adviser shall not be held liable for any losses incurred as a result of following recommendations, engaging in any investment strategy, or due to the performance of securities, markets, or third-party service providers. Adviser does not warrant that investment goals or objectives will be achieved and assumes no responsibility for forecasting market movements or economic events.

Client also acknowledges that Adviser does not provide legal, accounting, or tax advice. Clients are encouraged to seek independent counsel from appropriately licensed professionals on such matters.

**6. Term and Termination** This Agreement shall remain in effect until terminated by either party. Termination may be initiated by either Client or Adviser by providing at least **sixty (60) days' written notice** to the other party. Notice may be delivered in person, by mail, or electronically (including email), provided that confirmation of receipt is obtained.

Upon termination, Adviser shall cease all investment advisory services and provide a final invoice for any earned but unpaid fees. Fees already paid in advance shall be prorated to the effective termination date and any unearned portion shall be refunded to the Client within thirty (30) days.

Client understands that certain administrative or regulatory activities may continue beyond the termination date, such as final reporting, data archiving, or coordination with custodians. Adviser will provide reasonable assistance during this wind-down period.

Termination of this Agreement does not relieve either party of obligations incurred prior to the termination date, including any remaining fees owed for services rendered.

**7. ERISA Fiduciary Acknowledgment** Adviser acknowledges that, for retirement accounts governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), it may act as a fiduciary as defined under Section 3(21) of ERISA when providing investment advice for a fee. In such capacity, Adviser shall act in accordance with the fiduciary duties of loyalty and prudence, and in the best interests of the retirement plan and its participants., as well as the requirements of Internal Revenue Code Section 4975, where applicable.

Adviser’s role under ERISA is limited to providing non-discretionary or discretionary investment advice, as specified in writing with the Client. Adviser does not act as a plan administrator, trustee, or custodian, nor does it assume responsibility for the ongoing operational management or compliance administration of the retirement plan.

Client agrees to provide complete and accurate information regarding the nature of any retirement accounts subject to ERISA. Adviser shall not be held liable for any breach of fiduciary duty or compliance failure arising from incomplete or inaccurate information supplied by the Client, or from actions taken by other parties not under the Adviser’s control.

Adviser does not provide legal, actuarial, or tax compliance services for retirement plans, and Clients are advised to consult with appropriately qualified professionals for such matters. Adviser will cooperate with third-party service providers as needed to support plan operations and implementation of investment strategies.

**8. Confidentiality** Adviser is committed to safeguarding the confidentiality and security of all non-public personal and financial information obtained from the Client in the course of providing investment advisory services. Adviser collects, uses, and maintains such information in accordance with its written Privacy Policy, which is provided to the Client at the inception of this Agreement and annually thereafter.

Adviser will not disclose any non-public personal information about the Client to any third party except as permitted or required by law, or as necessary to provide the services described in this Agreement. Permissible disclosures may include sharing information with custodians, broker-dealers, legal or accounting professionals, or other service providers engaged to support the Client's financial goals, provided those parties agree to maintain confidentiality.

Adviser maintains physical, electronic, and procedural safeguards to protect Client data and prevent unauthorized access or disclosure. In the event of a suspected data breach, Adviser will promptly notify affected Clients in accordance with applicable regulatory requirements.

Client acknowledges that Adviser may be legally compelled to disclose certain information to regulatory authorities, law enforcement agencies, or in response to a court order or subpoena. Adviser will only disclose such information to the extent required and, when permitted, will notify the Client of such disclosures.

The obligations set forth in this section shall survive the termination of this Agreement. Adviser shall maintain ongoing efforts to monitor, update, and enhance its cybersecurity infrastructure in accordance with industry best practices and applicable state and federal data protection laws, including the Safeguards Rule under the Gramm-Leach-Bliley Act (GLBA).

Adviser implements administrative, technical, and physical security measures reasonably designed to:

* Protect against anticipated threats or hazards to the security or integrity of client records
* Prevent unauthorized access to client information
* Ensure secure data transmission and storage through encryption, access controls, and intrusion detection systems

Clients are encouraged to maintain cybersecurity hygiene on their end, such as using strong passwords and securing access to their accounts and devices. Adviser is not responsible for security breaches resulting from a Client’s failure to implement reasonable security practices.

Adviser’s written Information Security and Cybersecurity Policy further outlines its internal procedures, risk assessments, and incident response protocols. This policy is reviewed and updated periodically and is available upon request.

**9. Governing Law & Arbitration** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

Any dispute, controversy, or claim arising out of or relating to this Agreement, the services provided by Adviser, or the relationship between the Parties shall be resolved exclusively through **binding arbitration** conducted in accordance with the rules of the **American Arbitration Association (AAA)**. The arbitration shall be held in **Dallas, Texas**, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The Parties agree to waive their rights to a jury trial or to participate in a class action or class-wide arbitration. Each party shall bear its own legal fees and costs associated with the arbitration unless otherwise determined by the arbitrator based on applicable law.

Notwithstanding the foregoing, Adviser retains the right to seek injunctive relief or equitable remedies in a court of competent jurisdiction when necessary to protect its confidential information, intellectual property, or to enforce non-solicitation, non-disclosure, or other protective covenants.

This section shall survive the termination of this Agreement.

**10. Entire Agreement** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

No waiver, modification, or amendment of any provision of this Agreement shall be effective unless made in writing and signed by both Parties. A waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. The section headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding for all purposes.

**11. Acknowledgment of Disclosures** Client acknowledges receipt of TRADESPRO LLC’s Form ADV Part 2A, Form ADV Part 2B (Brochure Supplement), and Privacy Policy. If the ADV Brochure was not delivered to the Client at least 48 hours prior to the execution of this Agreement, the Client shall have the right to terminate this Agreement, without penalty, within five (5) business days of its execution by providing written notice to Adviser.

**12. Client Communications & Electronic Delivery** Client agrees that all communications from Adviser, including account documents, performance reports, invoices, regulatory disclosures (such as Form ADV updates), and other notices, may be delivered electronically via email or through a secure online portal. Client acknowledges that electronic delivery satisfies any legal requirement for delivery in writing.

Client is responsible for maintaining a valid and functional email address and for promptly notifying Adviser of any changes to contact information. Adviser shall not be liable for delays or failures in delivery resulting from outdated or inaccurate contact information provided by the Client or from interruptions in internet access or third-party systems.

Client may request a paper copy of any electronically delivered document by contacting Adviser in writing. Adviser reserves the right to charge a reasonable fee for the printing and mailing of paper copies in excess of standard regulatory disclosures.

**13. Death, Incapacity, or Legal Incompetence** In the event of the Client’s death, incapacity, or legal incompetence, Adviser shall take reasonable steps to cease trading in the Client’s account(s) upon notification. Adviser will not be held liable for actions taken prior to receiving official documentation, including but not limited to a death certificate, letters of administration, or durable power of attorney.

Upon proper notification and documentation, Adviser will coordinate with the Client’s authorized representative, executor, or legal guardian to transition account control or wind down services. Adviser may require additional legal documentation to validate authority before disclosing confidential information or executing instructions.

**14. Assignment & Successors** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that Adviser may assign this Agreement to a successor entity in the event of a merger, acquisition, corporate restructuring, or sale of substantially all of its assets, provided that the successor agrees in writing to be bound by the terms of this Agreement.

Any assignment in violation of this section shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and permitted assigns.

**15. Force Majeure** Adviser shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, cyberattacks, pandemics, civil unrest, labor disputes, disruptions in communications or transportation systems, or failures of custodians, exchanges, or market infrastructure.

In the event of such force majeure, Adviser shall make reasonable efforts to resume performance as soon as practicable and shall promptly notify affected Clients of any expected delays or limitations on services.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement. Signatures may be executed electronically, and such electronic signatures shall be deemed to have the same legal effect as original signatures.

**Client Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Client Name]

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Adviser Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Robert Hudak, Principal, TRADESPRO LLC

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_