

# Portfolio Manager License Agreement

Covestor Limited doing business as Interactive Advisors, a company formed under the laws of the United Kingdom and registered under the United States Investment Advisers Act of 1940, as amended (the “Act”), hereby confirms its agreement with you regarding our right to use certain data generated by you (generally referred to as “Portfolio Manager”), as well as the other matters set forth herein, on the terms and conditions set out herein and the appendices hereto and made a part hereof (collectively, this “Agreement”). This Agreement will be effective as of the date of your acceptance of the terms and conditions set forth herein (the “Effective Date”).

## 1. Provision of Data.

- a. You agree to open and maintain one brokerage account (the “Account”) at Interactive Brokers LLC (“IB” or “Interactive Brokers”) for the sole purpose of managing a portfolio on the Interactive Advisors platform. You also agree to provide Interactive Advisors with timely access to such Account and all of your respective investment decisions, portfolio and trading activity and other portfolio-related data in such Account, including, without limitation, securities, prices, volume traded, and types of trades. You may also maintain as many other Interactive Brokers accounts as you choose, but these will not be linked to the Interactive Advisors platform. You agree that Interactive Advisors and IB may exchange information regarding any accounts you maintain or manage through IB (other than any identifying information about your non-Interactive Advisors’ clients or investments in such non-Interactive Advisors clients’ accounts) so Interactive Advisors and IB can effect transactions in your account(s), provide you services and/or market services complementary to your existing business. If you previously used the same strategy on the Interactive Advisors platform in some other Interactive Brokers account(s) not linked to Interactive Advisors, you also agree to provide Interactive Advisors with timely access to such other Interactive Brokers account(s) and all of your respective investment decisions, portfolio and trading activity and other portfolio-related data in such account(s), including, without limitation, securities, prices, volume traded, and types of trades. You also agree to provide Interactive Advisors, if applicable, with historical performance data, i.e., trade data from the inception of your Account with Interactive Brokers to the date of this Agreement or historical performance data from any other brokerage account in which you managed your strategy prior to opening an Account at IB (collectively, the “Data”).
- b. You agree to open and maintain your Account in accordance with the access rules set forth on Appendix A (the “**Trading Rules**”). Interactive Advisors will provide you with reasonable advance notice of any amendments to these rules. You are responsible for all investment activity and performance within such Account.
- c. You agree to allow Interactive Advisors to use your Data to create multi-manager portfolios (“MMPs”). Interactive Advisors may create MMPs by commingling your Data with the data of other portfolio managers on the platform at its sole discretion as long as the sources of Data are properly cited. An MMP is a combination of different portfolios on the Interactive Advisors platform that seeks to diversify the risks associated with a single investment portfolio while still capturing manager alpha. Interactive Advisors is not obligated to create such MMPs, and will only do so in its sole discretion. Also in its sole discretion, Interactive Advisors may decide which specific manager portfolios comprise an MMP. Interactive Advisors may periodically rebalance MMPs. Interactive Advisors will pay portfolio managers whose portfolios are part of an MMP asset-based compensation based on the management fee charged by each manager in accordance with the specific provisions of Appendix E (“**Fees**”).
- d. Your posting of content, other than Data, on a website or service maintained by Interactive Advisors shall be governed by the Terms of Use posted on any such website or service, also incorporated herein by

reference and which may be updated from time to time.

## 2. License.

- a. Data will remain your sole property and nothing in this Agreement will confer on Interactive Advisors any right of ownership in any Data except as otherwise explicitly set forth in this Section 2. You hereby grant Interactive Advisors a worldwide, irrevocable, non-exclusive license to use, publicly display, transmit, distribute, reproduce, manipulate, resell, sublicense and create derivative works from your Data. You agree and acknowledge that Interactive Advisors is entitled to use such Data in its investment advisory business.
- b. You also agree to provide Interactive Advisors access to various reports containing Data, such as the Portfolio Analyst reports, available for your account through the IB platform, and hereby also authorize the display of such reports as appropriate on Interactive Advisors' website.
- c. Interactive Advisors has no obligation to include or use any of your Data, or to publish, broadcast, exhibit, transmit, distribute or otherwise exploit such Data in any manner or media.
- d. You hereby grant Interactive Advisors a worldwide, irrevocable, non-exclusive and royalty-free license to use, publicly display, transmit, distribute and reproduce your name, image or likeness, and any related trademark or trade name in any of Interactive Advisors marketing materials in any medium for the duration of this Agreement.

## 3. Fees.

Interactive Advisors will pay you fees ("Fees") for certain uses of Data in the manner set forth on Appendix E ("Fees").

## 4. Warranties, Representations and Covenants.

- a. You represent, warrant, covenant and agree to and with Interactive Advisors that:
  - i. The execution and delivery of this Agreement by you, the performance by you of your obligations hereunder and the consummation by you of the transactions contemplated hereby have been duly authorized by all requisite action on your part. This Agreement has been duly executed and delivered by you, and (assuming due authorization, execution and delivery by Interactive Advisors) this Agreement constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms;
  - ii. The execution, delivery and performance of this Agreement by you does not and will not (A) violate, conflict with or result in the breach of your certificate of incorporation or bylaws (or similar organizational documents), if you are not an individual, (B) conflict with or violate any contract, agreement, intellectual property right, law, rule, regulation or order applicable to you;
  - iii. You will not intentionally or negligently at any time act in contravention of the **Trading Rules** set forth in Appendix A;
  - iv. The representations and acknowledgments set forth on Appendix B (the "**Disclosure Statement**") are true, correct and complete in all material respects for the duration of this Agreement;
  - v. You will not at any time act in contravention of the code of conduct set forth on Appendix C (the "**Code of Conduct**");
  - vi. You acknowledge that committing one or a combination of Portfolio Manager Violations set forth in Appendix D ("**Portfolio Manager Violations - Trading Platform**") may result in termination of this Agreement and your participation on the Interactive Advisors platform at Interactive

Advisors' sole discretion;

- vii. You agree to periodically (at least quarterly) review the description of your strategy on the Interactive Advisors website, confirm that the description accurately describes the strategy, and inform Interactive Advisors in advance of your intention to make material changes to the strategy (e.g., asset classes, number of unique holdings, rebalancing frequency, specific investments, etc.) at least 30 days before implementing such changes so that Interactive Advisors can evaluate whether the proposed changes, your continued participation on the platform, and the risk score assigned to the strategy are appropriate and confirm, as appropriate in its sole discretion, whether invested clients are interested in maintaining their investments in the revised strategy;
- viii. You agree that if, pursuant to its periodic strategic reviews, Interactive Advisors observes discrepancies between the description of your strategy on its website and the manner in which you implement the strategy in your Account, it may revise that description to reflect your strategy as applied. Interactive Advisors will inform you of any changes but may need to implement such changes before you provide your feedback to maintain the accuracy of the strategy description on its website.
- ix. You agree that you and your agents and representatives will reasonably cooperate with Interactive Advisors, its agents and representatives, and any governmental agency or regulatory body in connection with any audit or investigation, including without limitation, (i) furnishing information and data, (ii) responding to interrogatories and (iii) being available for depositions;
- x. You acknowledge that Interactive Advisors reserves the right not to disclose to you the identity of its Clients or Users, whether or not such Clients or Users use or otherwise benefit from Interactive Advisors' use of your Data;
- xi. You acknowledge that, by providing Data to Interactive Advisors in the manner set forth in this Agreement, you are not acting as an investment advisor, manager, or subadvisor to Interactive Advisors or its Clients or Users;
- xii. Interactive Advisors understands that you may serve as investment manager for other clients and will continue to do so. Interactive Advisors also understands that you, your personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from the Data or actions taken by Interactive Advisors for its Clients based on the Data. You are not obligated to buy, sell or recommend for Interactive Advisors Clients any security or other investment that you or your Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. You may, subject to the **Code of Conduct** in Appendix C, trade in securities for your other client accounts at IB or other brokers independently of your trades in the same securities for the Account. But you may not buy or sell securities in any of your proprietary or personal accounts using the strategy in the Account before buying or selling those same securities in your Account.
- xiii. None of you, your Affiliated Persons nor any of your or their respective directors, officers or beneficial owners of five (5%) percent or more of any class of any of your or their respective securities:
  - A. has filed a registration statement which is the subject of any pending proceeding or examination under Section 8 of the Securities Act of 1933, as amended (the "Securities Act") or is the subject of any refusal order or stop order thereunder or entered pursuant to the law of any state or any foreign jurisdiction;
  - B. has been convicted of any felony or misdemeanor involving the offer, purchase or sale of any security or commodity or in connection with the making of any false filing with

the Securities Exchange Commission (the “SEC”) or any state or foreign securities administrator, or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer or investment adviser, or of any felony or misdemeanor involving fraud as an essential element, deceit or intentional wrongdoing, including, but not limited to, forgery, embezzlement, obtaining money under false pretense, larceny or conspiracy to defraud or of any crime involving moral turpitude or which is designed to protect consumers against unlawful or deceptive practices;

- C. has been the subject of any administrative order or judgment entered in any state by that state’s securities commission or administrator or issued by the SEC within five years prior to the filing of a claim of exemption or has been the subject of any administrative order or judgment in any state in which fraud, deceit, or intentional wrongdoing was found;
  - D. is currently subject to any administrative order or judgment in any state or issued by the SEC which prohibits the use of any exemption from registration in connection with the offer, purchase or sale of securities;
  - E. is subject to any order, judgment or decree of any court of competent jurisdiction or any state, or federal or foreign administrative order or judgment temporarily or preliminarily restraining or enjoining, or is subject to any order, judgment or decree of any court of competent jurisdiction, permanently restraining or enjoining such person from engaging in or continuing any conduct or practice in connection with the offer, purchase or sale of any security or commodity or involving the making of any false filing with the SEC or any state or foreign securities administrator or arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer or investment adviser or which restrains or enjoins such person from activities subject to federal or state statutes designed to protect consumers against unlawful or deceptive practices;
  - F. is subject to any proceeding under Section 230.262 or any similar rule adopted under Section 3(b) of the Securities Act, or to any order entered thereunder;
  - G. is subject to a United States Postal Service false representation order entered under Section 3005 of title 39, United States Code, or is subject to a restraining order or preliminary injunction entered under Section 3007 of title 39, United States Code, with respect to conduct alleged to have violated Section 3005 of title 39, United States Code;
  - H. is subject to an order of the SEC entered pursuant to Section 15(b), 15B(a), or 15B(c) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); or is subject to any order of the SEC entered pursuant to Section 203(e) or (f) of the Act;
  - I. is suspended or expelled from membership in, or suspended or barred from association with a member of, an exchange registered as a national securities exchange pursuant to Section 6 of the Exchange Act or an association under Section 15A of the Exchange Act; or
  - J. is subject to any state, or federal or foreign administrative order or judgment (1) in which fraud or deceit was found or (2) which has the effect of enjoining such person from activities subject to federal, or state or foreign statutes designed to protect investors or consumers against unlawful or deceptive practices;
- xiv. You acknowledge that Interactive Advisors has the right to separately impose certain platform participation criteria (e.g., AUM, extent of personal funds invested in the strategy, non-front-running certifications) before allowing you to offer a portfolio on the Interactive

Advisors platform; and

- xv. The foregoing representations and warranties shall be continuing during the term of this Agreement, and if at any time any event shall occur which could make any of the foregoing incomplete or inaccurate, you shall promptly notify Interactive Advisors of the occurrence of such event.
- b. Interactive Advisors represents and warrants to you that:
- i. The execution and delivery of this Agreement by Interactive Advisors, the performance by Interactive Advisors of its obligations hereunder and the consummation by Interactive Advisors of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Interactive Advisors. This Agreement has been duly executed and delivered by Interactive Advisors, and (assuming due authorization, execution and delivery by you) this Agreement constitutes the legal, valid and binding obligation of Interactive Advisors, enforceable against Interactive Advisors in accordance with its terms;
  - ii. The execution, delivery and performance of this Agreement by Interactive Advisors does not and will not (A) violate, conflict with or result in the breach of Interactive Advisors' memorandum and articles of association (or similar organizational documents) or (B) conflict with or violate any contract, agreement, law, rule, regulation or order applicable to Interactive Advisors; and
  - iii. Interactive Advisors hereby waives any and all rights granted under Sections 4.a. – d. of the Interactive Brokers Discretionary Trading Authorization Agreement for Advisor and Request to Send Trade Confirmations and Account Statements to Advisor, which authorize Interactive Advisors to, among other things, execute transactions, engage sub-advisers, transfer funds and securities or otherwise instruct Interactive Brokers to take certain actions with regard to your account(s).

## **5. Confidential Information.**

- a. “Confidential Information” means (i) with respect to Interactive Advisors' information, (regardless of its form, manifestation or how it is known to you) the terms and conditions of this Agreement and information about certain matters which are confidential to Interactive Advisors and its affiliates and which information is the sole and exclusive property of Interactive Advisors, including, but not limited to, employees, suppliers, partners, clients, accounts, plans, business performance and other proprietary information, and (ii) with respect to you, the information disclosed in this Agreement (excluding the Data) and any other information furnished to us by you and designated confidential by you in writing.
- b. Confidential Information shall not include information which the receiving party can show (i) was in its possession at the time of disclosure; (ii) prior to or after the time of disclosure became publicly known other than as a result of a breach of a duty of confidentiality due the disclosing party or its affiliates; (iii) was disclosed to the receiving party by a third person under no legal obligation to maintain the confidentiality of such information or (iv) was independently developed by the receiving party without reliance on any confidential disclosures of the disclosing party or its affiliates, as demonstrated by documentary evidence.
- c. The receiving party acknowledges that the Confidential Information is of a sensitive nature and, therefore, agrees to, at all times during the term of this Agreement and thereafter, hold all Confidential Information in strictest confidence and not to use or disclose the Confidential Information for any purpose whatsoever other than as required to perform under this Agreement except as may be required by law, rule or regulation or by the order or demand of a court or government agency or authority. The receiving party agrees not to duplicate all or any part of the Confidential Information, except as necessarily incidental to its performance under this Agreement. The receiving party agrees to take all reasonable measures to

protect against the unauthorized disclosure or use of the Confidential Information. Any executed version of this Agreement may, in the ordinary course of business, be shared by either party with its counsel, auditors and other parties who are either under a legal duty to maintain its confidentiality or have agreed in writing to the terms of this Section 5.

## **6. Audit Rights.**

- a. Interactive Advisors shall have the right to conduct or have conducted on its behalf an audit of you to ensure compliance with Sections 4(a)(iv), 4(a)(v) and 4(a)(vi). You agree to provide, within fifteen (15) business days of a written request any books, records and/or other information or data reasonably requested by Interactive Advisors, including, without limitation, brokerage account statements, trading or investment data, registration-related documentation, and historical performance data, for purposes of conducting such an audit. Any auditor performing such an audit shall be required, as a condition of performing such audit, to enter into a reasonable and customary agreement not to disclose your confidential information.
- b. You hereby consent to Interactive Advisors performing or having performed on its behalf audits of your and your affiliates' backgrounds, including without limitation, criminal, reference and credit checks, as well as employment history and educational record.
- c. Once per calendar year, you have the right, upon thirty (30) days written notice and during normal business hours in a manner designed not to disturb Interactive Advisors operations, to have a mutually agreed-upon third-party audit of Interactive Advisors' calculation of the Fees paid and/or owed to you. Interactive Advisors shall provide the books and records reasonably necessary for such purpose. If the audit concludes that such calculations resulted in an underpayment of Fees to you in an amount greater than five percent (5%) of the amount of Fees actually earned, Interactive Advisors shall bear the reasonable fees and expenses of such audit, including reasonable attorneys' fees and expenses; otherwise, you shall bear such fees and expenses. The results of such audit shall be treated as Confidential Information hereunder. Any auditor performing such an audit shall be required, as a condition of performing such audit, to enter into a reasonable and customary non-disclosure agreement in favor of Interactive Advisors.

## **7. Non-Solicitation.**

Without the prior written consent of Interactive Advisors, during the term of this Agreement and for twenty-four (24) months thereafter, you agree not to knowingly or negligently, directly or indirectly, alone or as a partner, officer, director, principal, employee, member or stockholder of any entity, solicit any Client or User, or any person or entity that was a Client or User of Interactive Advisors at any time during the term of this Agreement, to use the services of anyone other than Interactive Advisors for investment advisory or investment and/or wealth management services.

## **8. Indemnification.**

- a. You shall indemnify and hold harmless, Interactive Advisors, and its affiliates, and its and their successors and assigns, and its and their directors, officers, employees and controlling persons (the "Indemnified Parties") from all losses, claims, settlements, damages, charges, liabilities, costs or expenses (including attorneys fees) arising from, related to or otherwise connected with any breach by you of any provision of this Agreement, or a violation by you of the Code of Conduct, any applicable law, rule or regulation, provided that the loss, claim, settlement, damage, charge, liability, cost or expense did not arise out of negligence, fraud or willful misconduct on the part of Interactive Advisors.
- b. Interactive Advisors shall indemnify and hold harmless you, and your affiliates, successors and assigns, directors, officers, employees and controlling persons (the "Indemnified Parties") from all losses, claims,

settlements, damages, charges, liabilities, costs or expenses (including attorneys fees) arising from, related to or otherwise connected with any breach by Interactive Advisors of any provision of this Agreement or a violation by Interactive Advisors of any applicable law, rule or regulation, provided that the loss, claim, settlement, damage, charge, liability, cost or expense did not arise out of negligence, fraud or willful misconduct on your part.

- c. Promptly after receipt by an Indemnified Party under this Section 8 of notice of any claim or dispute or commencement of any action or litigation, such Indemnified Party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party of the commencement thereof; but the omission to notify the indemnifying party will not relieve it from any liability which it may have to any Indemnified Party otherwise than under this Section 8 except to the extent, if any, that such failure or delay prejudiced the other party in defending against the claim. In case any such claim, dispute, action or litigation is brought or asserted against any Indemnified Party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof, with counsel specially approved in writing by such Indemnified Party, such approval not to be unreasonably withheld, following notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof; in which event, the indemnifying party shall continue to be liable to the Indemnified Party as heretofore set forth in this Section 8.

Notwithstanding any other provisions of this Section 8, if, in any claim, dispute, action or litigation as to which indemnity is or may be available, any Indemnified Party reasonably determines that its interests are or may be, in whole or in part, adverse to the interests of the indemnifying party, the Indemnified Party may retain its own counsel at its own expense in connection with investigating or defending such claim, dispute, action or litigation.

Notwithstanding any other provisions of this Section 8, in any claim, dispute, action or litigation as to which indemnity is or may be available, the Indemnified Party shall not have any right to indemnification hereunder for any settlement entered into by the Indemnified Party without the indemnifying party's prior written consent.

## **9. Disclaimer of Warranty and Limitations on Liability.**

- a. **YOU ACCEPT INTERACTIVE ADVISORS PLATFORM AND SYSTEM "AS IS", AND WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION; TIMELINESS; FREEDOM FROM INTERRUPTION; OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. INTERACTIVE ADVISORS SHALL NOT BE LIABLE TO YOU BY REASON OF DELAYS OR INTERRUPTIONS OF SERVICE OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF INTERACTIVE ADVISORS SYSTEM, REGARDLESS OF CAUSE, INCLUDING, BUT NOT LIMITED TO, THOSE CAUSED BY FORCE MAJEURE, HARDWARE OR SOFTWARE MALFUNCTION. YOU RECOGNIZE THAT THERE MAY BE DELAYS OR INTERRUPTIONS IN THE USE OF INTERACTIVE ADVISORS SYSTEM, INCLUDING, FOR EXAMPLE, THOSE CAUSED INTENTIONALLY BY INTERACTIVE ADVISORS FOR PURPOSES OF SERVICING INTERACTIVE ADVISORS SYSTEM.**
- b. Neither party shall be liable to the other party for any punitive, special, consequential, incidental, indirect or exemplary damages (including loss of revenue or anticipated profits, lost business or lost data) related to this Agreement, even if that party has been advised of the possibility of such damages or losses.

## 10. Responsibility for Trade Errors.

Trade errors may occur either when you trade your Account for which you provide Data to Interactive Advisors for purposes of managing a portfolio on the platform or when Interactive Advisors executes trades for Interactive Advisors Clients subscribing to your Data.

To ensure pricing and execution fairness and prevent potential front-running by Portfolio Managers, Interactive Advisors places your trade order and the corresponding amounts to be routed for Clients following you (i.e., investing in a portfolio based on your Data) in a single order. Interactive Advisors then allocates the executed shares to your Account and subscribing Clients' accounts on a pro rata basis, i.e., at the same average price per share with transaction costs shared equally.

Generally, you will be responsible for trade errors in the following circumstances:

- You purchased or sold the wrong security or the wrong amount of securities in your account managing the Portfolio;
- You purchased or sold securities in the wrong account;
- You traded in your account managing the Portfolio outside IB's online trading platform preventing Interactive Advisors from seeing the trades it needed to replicate into Client Accounts using its co-trading technology; or
- You withdrew or deposited cash into your account without providing Interactive Advisors with the 7-day advance notice required by the Trading Rules set forth in Appendix A, which prevented Interactive Advisors from properly mirroring your trade into Client accounts.

Generally, you will not be responsible for trade errors in the following circumstances:

- Execution errors made by any broker-dealers, clearing firms, or custodians when an order was properly submitted for execution; and
- Unwarranted delays in trade replication for clients due to a failure in Interactive Advisors co-trading technology.

You agree to reimburse Interactive Advisors for all Client losses caused by your errors in trading, including commissions or fees associated with reversal of erroneous trades in Client accounts subscribing to your Data.

You agree to notify Interactive Advisors immediately in writing if you think that a trade error occurred in your Account.

Interactive Advisors will in good faith determine whether a trade error for which Interactive Advisors Clients should receive compensation was caused by you or Interactive Advisors. When a trade error for which you are responsible occurs, Interactive Advisors will provide you with details regarding the error so that you may assist us in determining whether compensation should be provided to Interactive Advisors Clients subscribing to your Data. Failure to cooperate with Interactive Advisors in any inquiry regarding a trade error will be deemed a Portfolio Manager Violation within the meaning of Appendix D.

Pursuant to this Section and Section 8, you will indemnify Interactive Advisors for your trade errors that cause monetary harm to Interactive Advisors Clients.

You agree, upon your discovery or upon notice, to promptly return to Interactive Advisors any assets or funds erroneously placed by IB or Interactive Advisors in your Account in connection with any of the trades in your Account.

## 11. Termination and Effect of Termination.

- a. Interactive Advisors may terminate this Agreement, for any reason or for no reason, upon thirty (30) days'



prior written notice to you.

- b. You may terminate this Agreement for any reason or for no reason upon thirty (30) days' prior written notice to Interactive Advisors. The accrual of Fees shall cease immediately upon termination of this Agreement.
- c. Upon termination of this Agreement, or earlier upon Interactive Advisors' request, you shall immediately deliver over to Interactive Advisors (and will not keep, recreate or deliver to any other person) all Confidential Information, intellectual property and other property of Interactive Advisors, together with all copies thereof, in whatever medium recorded that you may have within your possession or control, delete same from all electronic storage systems, and certify that you have done so. Any Confidential Information we may receive, if any, is subject to Section 2 above, and will not be returned.
- d. You acknowledge that Interactive Advisors' sole obligation to you on termination with regard to the payment of Fees will be payment within ninety (90) days of termination, of those Fees, if any, due to you in accordance with the terms hereof.
- e. You agree that the termination provisions herein, in terms of both notice and default events, are reasonable and that you will not contest same by way of wrongful termination proceedings or otherwise under any applicable laws.

## 12. Notice.

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile, registered or certified mail (postage prepaid, return receipt requested) or email, or if to you, to the current email address on file with Interactive Advisors (or alternatively, mailing address or facsimile number), to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12):

if to Interactive Advisors:

Mailing address:

100 Summer St, Floor 16  
Boston, MA 02210  
Attention: Manager Relations

Email address: [managerrelations@interactiveadvisors.com](mailto:managerrelations@interactiveadvisors.com)

if to you:

To the current email address, mailing address or facsimile number on file (i.e., most recently received from you by Interactive Advisors).

## 13. Survival.

The provisions of Sections 2(a), 2(b), 5, 7, 8, 9, 11, 14, and 15 shall survive any termination of this Agreement.

## 14. Receipt of Disclosures.

- a. You acknowledge receipt of the **Privacy Policy** posted on the Forms and Agreements page of our website located at <https://interactiveadvisors.com/forms-and-agreements> and a copy of our written disclosure statement as set forth in the Informational Brochure (SEC Form ADV Part 2A) or another document meeting the disclosure requirements of the Act.

## 15. General.

- a. You hereby agree and acknowledge that Interactive Advisors shall have the right, upon thirty (30) days prior notice, to amend the terms and conditions of this Agreement, without taking any further action; provided, that you do not object in writing to Interactive Advisors prior to the expiration of such thirty (30) day period. By continuing to provide Data beyond such thirty (30) day period without objection, you shall be deemed to have expressly agreed to the amendments set forth in such notice. Such notice shall be dated and effective when emailed to you. Any change to the Fees shall be effective only if (i) such change is within the parameters set forth on Appendix E or (ii) you are given (30) days prior written notice, and you do not object in writing to Interactive Advisors prior to the expiration of such thirty (30) day period.
- b. All brokerage transactions under this Agreement will occur through Interactive Brokers, an affiliate of Interactive Advisors. Interactive Advisors does not offer services through any other broker-dealer. The use of an affiliate for brokerage services represents a conflict of interest. The compensation that Interactive Brokers receives for its brokerage services ultimately benefits both Interactive Brokers and Interactive Advisors given their corporate affiliation. You acknowledge that Interactive Advisors is affiliated with Interactive Brokers, a registered broker-dealer, and expressly authorize Interactive Advisors to execute transactions through Interactive Brokers, consistent with Interactive Advisors' duty of best execution.
- c. You acknowledge that we may establish procedures to mitigate the risk of you front-running Interactive Advisors Clients, including:
  - i. combining orders for the sale or purchase of a security by you with those of Interactive Advisors Clients that follow you;
  - ii. placing the combined orders through Interactive Brokers in single or multiple trades; and
  - iii. allocating the combined trades between you and Interactive Advisors accounts on a pro rata basis (i.e., Interactive Advisors Clients and you will receive the same average price per share and transaction costs will be shared equally).
- d. You acknowledge that the trades executed in your Account may be aggregated with trades for Interactive Advisors Clients following You and allocated proportionately. You acknowledge that the allocation process may affect the time priority of your order and the price or quantity executed.
- e. Interactive Brokers will not intentionally designate your orders to trade with the orders of Interactive Advisors affiliates engaged in proprietary trading, although your orders may still execute against the orders of Interactive Advisors affiliates and their customers on the open market. This may affect the timing, price and quantity of the execution you receive.
- f. By signing this Agreement, you agree that your orders may be designated to trade against the orders of other Interactive Brokers customers, including but not limited to liquidity providers, either in Interactive Brokers' alternative trading system or on a public exchange through a facilitation/price improvement procedure. (These liquidity providers may offer prices better than would otherwise be available). Interactive Brokers will act as broker for and receive commissions from both parties to these transactions. You may revoke your written consent to such transactions at any time by written notice to Interactive Advisors or Interactive Brokers.
- g. This Agreement, including the appendices hereto and the Terms of Use incorporated herein, constitutes the entire agreement between Interactive Advisors and you concerning the subject matter hereof and supersedes all prior statements, representations, discussions, negotiations and agreements, both oral and written.
- h. If any of the provisions of this Agreement shall be found to be illegal or unenforceable, this Agreement shall nevertheless remain in full force and effect, and such term or provision shall be construed as

narrowly as required to render it legal, enforceable, and closest to the intention underlying it.

- i. This Agreement and the rights granted hereunder shall not be assigned, encumbered or otherwise transferred by you without the prior written consent of Interactive Advisors. This Agreement and the rights granted hereunder may be freely assigned or transferred by Interactive Advisors.
- j. No party's rights to enforce any provision of this Agreement shall be affected by any prior course of dealing, waiver, delay, omission or forbearance.
- k. The insertion of headings is for convenient reference only and is not to affect the interpretation of the Agreement.
- l. Each party to this Agreement agrees to do such things, attend such meetings and to execute such further documents and assurances as may be deemed necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with its true intent.
- m. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
- n. Nothing contained herein shall constitute or be construed as the creation of any partnership, agency or joint venture relationship between the parties hereto. Neither party shall have the right to obligate or bind the other in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons. The relationship of the parties shall be as independent contractors. You agree and acknowledge that you are solely responsible for the payment of any taxes payable by you or levied on you as a result of your activities hereunder.

## **16. Governing Law and Jurisdiction.**

- a. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any Massachusetts federal court sitting in the City of Boston; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any Massachusetts state court sitting in Suffolk County. Consistent with the preceding sentence, the parties hereto hereby (i) submit to the exclusive jurisdiction of any federal or state court sitting in the Commonwealth of Massachusetts for the purpose of any action arising out of or relating to this Agreement brought by either party hereto and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the action is brought in an inconvenient forum, that the venue of the action is improper, or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by any of the above named courts.
- b. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16(b).



AGREED TO AND ACKNOWLEDGED

AS OF \_\_\_\_\_, 20\_\_\_\_:

BY: PORTFOLIO MANAGER

BY: COVESTOR LIMITED DOING BUSINESS AS  
INTERACTIVE ADVISORS

\_\_\_\_\_  
Signature

Name:

Social Security / TIN:

Address:

\_\_\_\_\_  
Signature

Name:

Title:

This agreement shall be deemed agreed to, signed and acknowledged by Interactive Advisors on the date the Portfolio Manager signs or otherwise accepts it.

# Portfolio Manager Trading Rules

COVESTOR LIMITED DOING BUSINESS AS INTERACTIVE ADVISORS

Account Rules	
<p>Portfolio Managers maintain their designated brokerage account in good standing with Interactive Brokers LLC and grant Covestor Limited doing business as Interactive Advisors access to the designated account for the purposes of monitoring daily trading activity and utilizing that activity as the basis for establishing and maintaining an accurate record of their strategy within Interactive Advisors. Non-compliance with these Account Rules may result in the Manager being liable for trading costs incurred by subscribing clients and/or termination of the Manager's agreement with Interactive Advisors, at Interactive Advisors' sole discretion.</p>	
Account Type	To address free riding concerns, Managers may only choose a margin account without borrowing ability at Interactive Brokers LLC. Clients must have the same account type to invest. This account is not allowed to borrow for investment or leverage purposes, but is allowed to use the proceeds from stock sales immediately for new purchases instead of waiting for the usual 2-day settlement period. Like cash accounts, any cash shortfall in these accounts is covered by liquidating account holdings sufficient to cover the shortfall.
Deposits/ Withdrawals/ Transfers	Managers must provide 7 days' notice of deposits, withdrawals or transfers and work with Interactive Advisors to avoid adverse impact for clients.
Corporate Actions	For all voluntary corporate action elections, Managers are required to make election in their IB account 3 days prior to the corporate action deadline, then notify Interactive Advisors immediately after making the election.

Trading Rules	
Security Type	<p>US Equities, ADRs, REITS, Closed-End Funds, Preference shares and ETFs</p> <p>Note: Some Interactive Advisors clients may not have appropriate permissions at Interactive Brokers LLC to trade pink sheets. Managers intending to trade pink sheets in their portfolios should note that not all Interactive Advisors clients investing in their portfolio will be able to invest in pink sheets, leading to differing performance between the clients' accounts from the Manager's account.</p>
Market Cap Minimum	Securities < \$50m blocked (All ETFs allowed)
Liquidity Minimum	Securities < \$100k ADV blocked (All ETFs allowed)
OTC Markets Pink (PINK), Leveraged/Inverse/Complex ETFs and Other Exchange-Traded Products, Options	Blocked
Shorting	Prohibited

Trade time	Regular market opening hours only
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## Trade Errors

Upon the occurrence of a trade error caused by you, you will be provided with details regarding the error in order to assist us in determining whether client compensation is merited. Failure to cooperate in any inquiry may be deemed a manager violation. A trade error is defined as a deviation from the applicable standard of care in placement, execution, or settlement of a trade for a portfolio. In general, the following types of errors would be considered trading errors for the purposes of this Agreement:

- The purchase or sale of the wrong security or wrong amount of securities;
- The purchase or sale of a security in the wrong account.

For purposes of this Agreement, the following types of errors are not deemed to be trading errors:

- Good faith errors in judgment in making investment decisions for portfolios;
- Errors caught and corrected before execution;
- Ticket re-writes and similar mistakes that incorrectly describe properly executed trades; and
- Errors made by persons other than you (e.g. broker-dealers).

Interactive Advisors is responsible for trade errors that occur during the replication of portfolio trades.

## Appendix B: Disclosure Statement

You agree that the following representations are true and complete in all respects:

1. You represent that you or your legal counsel have examined applicable U.S. and federal laws and regulations, and/or the laws and regulations in the countries where you operate, to determine whether you are required to be registered or licensed with appropriate regulatory authorities to provide investment advice and to direct trades in customer accounts in connection with the business you conduct on the Interactive Advisors platform and outside this platform. You are solely responsible for determining whether you and/or your employees are required to be registered or licensed with appropriate regulatory authorities and complying with any registration requirements. Interactive Advisors specifically disclaims any responsibility for determining the registration requirements applicable to you or your employees.
2. You certify that, if you are required to be registered or licensed, you are so registered or licensed and will remain so during the duration of this Agreement. If you determined that you are not required to be registered or licensed, you certify that this determination has been made in good faith based on all facts and circumstances known to you.
3. If you are a Registered Investment Advisor under the 1940 Investment Advisers Act, or under the laws of any applicable state regulatory authority, you represent that:
  - a) You are in good standing;
  - b) You have provided Interactive Advisors with a copy of your current Form ADV Parts 2A and 2B as of the most recent Effective Date; and
  - c) You and any access persons of yours are compliant with all applicable regulatory requirements.
4. If you are not a Registered Investment Advisor under section 3 above, you certify that you meet all the requirements of an available exclusion or exemption from registration under the laws of the applicable jurisdiction(s), such as the Securities and Exchange Commission or applicable state regulatory authorities.
5. You will provide prompt written notice to Interactive Advisors of any change in your registration or regulatory status or any information you provided to Interactive Advisors regarding your registration status, including but not limited to any lapse in registration or licensing, or any change or any suspension or bar or other adverse regulatory action affecting you and/or your employees. If you are currently exempt from applicable registration or licensing requirements under section 4 above, you will immediately notify Interactive Advisors if you cease to be eligible for such exemption.
6. You represent that you are now, and will remain at all times during the duration of this Agreement, in material compliance with all applicable laws and regulations in connection with the activities contemplated by this Agreement.



## Appendix C: Code of Conduct

You agree to comply at all times with all the following Code of Conduct provisions. You also agree that Interactive Advisors has no responsibility for investigating your compliance with these duties and cannot be held liable for your failure to abide by them.

### Communications

You may communicate your relationship with Interactive Advisors on your own marketing materials, website, blog or elsewhere once Interactive Advisors has notified you that this is permitted, providing that you adhere to the following rules:

1. Relating to your relationship with Interactive Advisors
  - a. You license real-time data to Interactive Advisors and you clearly describe your relationship with Interactive Advisors as such. You describe yourself as a “data provider” or “portfolio manager” and explain that you share your trading data with Interactive Advisors who is a Registered Investment Advisor that uses your Data to create portfolios for its Clients. You do not describe your relationship with Interactive Advisors as a “fund manager,” “investment advisor,” “money manager,” “subadvisor” or any terms that imply that Interactive Advisors and you have a regulated advisory, employee, representative, joint venture or any other relationship.
  - b. Interactive Advisors will provide you with: descriptions of Interactive Advisors, trademarks and logos to use. Any other descriptive reference to Interactive Advisors in your marketing materials must be approved in advance by Interactive Advisors.
2. Relating to your Data or resulting performance
  - a. When commenting on your own Data:
    - i. You do not provide any personalized investment advice including:
      1. Not answering questions individually directed to you by Interactive Advisors Clients or Users;
      2. Not directly contacting any of Interactive Advisors Clients or Users; or
      3. Not commenting on any other person’s Data.
    - ii. You make no false or misleading statements to manipulate the price of a security.
    - iii. You make no guarantee, directly or indirectly, of changes in the values of securities.
  - b. You limit any reference to your investment performance to data and statistics Interactive Advisors will provide to you relating to the performance of the investment account, and you make no claims about past or expected performance of this account.
3. Relating to Interactive Advisors investment management service
  - a. You do not disclose anything relating to how the Interactive Advisors service works operationally, including staffing, systems and processes.
  - b. You do not disclose the scope of the beta or any other of Interactive Advisors plans that may be communicated with you to fulfill your obligations under this Agreement.

### Trading

4. Relating to insider information and front-running
  - a. You, your personnel or Affiliated Persons do not trade in securities in which you possess any material nonpublic information.
  - b. You, your personnel or Affiliated Persons will not use your knowledge of the timing of the release of your Data or

the fact that the release of your Data will prompt trades in Interactive Advisors Client accounts to front-run Interactive Advisors Clients or to otherwise improve your position in the ownership of securities or futures or move the price of any securities or futures.

- c. Trades in your IB brokerage account for which Data is released to Interactive Advisors will be reported, monitored and reviewed under your Code of Ethics provisions.
- d. On an annual basis, your Chief Compliance Officer or another senior officer will provide a certification to Interactive Advisors that your internal reviews of Code of Ethics reports and other information did not indicate any instances of front-running in connection with trades placed at Interactive Advisors as laid out in section 4(b) above.
- e. You will promptly notify Interactive Advisors in writing of any instances of front-running of trades placed at Interactive Advisors within 5 business days of discovering any such front-running pursuant to any internal reviews conducted in accordance with the provisions of paragraph 4(c) above.
- f. Subject to Section 8 of this Agreement, you will indemnify Interactive Advisors for all costs and expenses associated with defending any legal actions, civil or otherwise, or enforcement proceedings filed against Interactive Advisors related to confirmed or proven allegations that you, your personnel or Affiliated Persons engaged in the front-running of trades placed through Interactive Advisors.
- g. You understand and acknowledge that it is your responsibility to adhere to these provisions and that Interactive Advisors does not have first-hand knowledge of you, your personnel or Affiliated Persons' use of insider information, front-running activities, or Code of Ethics compliance.

#### Notifications

##### 5. Relating to this Agreement

- a. You immediately notify Interactive Advisors of any breaches to your representations and warranties, including any material changes to the information contained in Appendix B.

##### 6. Relating to communications

- a. You copy Interactive Advisors on all marketing communications of your own relating to this Agreement.
- b. You direct all inbound communication and requests relating to Interactive Advisors' investment management services to us.
- c. You inform Interactive Advisors' Press office at [press@interactiveadvisors.com](mailto:press@interactiveadvisors.com) of any direct requests from the press relating to your Data or relationship with Interactive Advisors.

#### Cooperation

##### 7. Relating to verification

- a. You fully cooperate with reasonable efforts by Interactive Advisors to evaluate your performance under this Agreement, including the accuracy and completeness of your representations and warranties.

## Appendix D: Portfolio Manager Violations - Trading Platform

List of Violations	Category
Front-running	Compliance
Incomplete Form ADV or other registration filing	Compliance
Insider Trading	Compliance
Direct engagement with Interactive Advisors Clients	Legal
Unresponsive: Lack of response to Interactive Advisors inquiries/requests (trading/account-related, e.g., trade errors)	Engagement
Deviation: Material change in investment strategy	Investment Change
Deviation: Day-trading when Portfolio Manager represented to Interactive Advisors that Portfolio Manager would not be doing any day trading in the portfolio (1 day trade is enough)	Investment Change
Deviation: Shorting when Portfolio Manager represented to Interactive Advisors that Portfolio Manager would not short	Investment Change
Deviation: Using leverage when Portfolio Manager represented to Interactive Advisors that Portfolio Manager would not use leverage	Investment Change
Deviation: Investing in security types other than those Portfolio Manager represented to Interactive Advisors would be traded	Investment Policy
Investing outside the trading rules regarding average daily volume of securities defined as Appendix A	Investment Policy
Investing: Increasing permissions (e.g., margin) in IB account without notice to Interactive Advisors	Investment Policy
Removal of funds from IB account without notice	Engagement
Too frequent deposit/withdrawals of cash per month	Engagement

# Appendix E: Fees

Covestor Limited doing business as Interactive Advisors will pay you Fees for the Data as follows:

## 1. Fees

- a. Interactive Advisors charges its Clients management fees, including annual management fees based on a percentage of the market value of the Client assets (collectively “Client Fees”).
- b. Interactive Advisors will pay you the applicable annual management fees on assets subscribed by Interactive Advisors Clients to your Data (ranging between 0.25% and 0.75% of the gross market value of each Interactive Advisors Client account subscribing to the data) received from all Interactive Advisors Clients investing in a portfolio based on your Data minus 0.25%, which is retained by Interactive Advisors.
- c. Where applicable, Interactive Advisors will pay you the applicable performance fee rate (which may range between 2% and 12%) minus 2%, which is retained by Interactive Advisors. Performance fees are calculated at the client subscription level on positive performance that exceeds the management fee. The calculation may include a high water mark and/or hurdle rate.
- d. Interactive Advisors may increase or decrease the fees it pays you for the Data on 30 days’ written notice to you.
- e. The fee level Interactive Advisors charges Clients for your Data (“Client Fee Level”) will be initially agreed with you.
- f. Interactive Advisors may increase, decrease or otherwise change the Client Fee Level at its sole discretion. In the event that Interactive Advisors chooses to change the Client Fee Level, you will be notified, and the new fee level will be visible on your portfolio page on <https://interactiveadvisors.com>. If you object to a reduced fee level imposed by Interactive Advisors, we will terminate this Agreement within 30 days of receiving the notice from you. Termination of this Agreement will result in Interactive Advisors no longer offering the Portfolio to its clients. If you object to an increased fee level imposed by Interactive Advisors, please inform Interactive Advisors within 30 days of receiving the notice and the Client Fee Level will return to the level immediately prior to that change.
- g. Multi-Manager Portfolios or MMPs. Where an MMP is created by co-mingling your Data in whole or part with other portfolio managers’ Data, for every subscription to the derivative portfolio: (i) Interactive Advisors shall have the right to set the Client Fee Level in its sole discretion and (ii) Interactive Advisors shall pay you Fees based on the proportion of the overall AUM in the portfolio attributable to you, calculated on a daily basis, and the management fee corresponding to your Portfolio.

## 2. Payment terms

- a. Payment will be made quarterly in arrears by the 30th day following the end of the quarter.
- b. Payment will be made electronically according to your instructions or by check in USD sent to the current address that Interactive Advisors has on file for you.
- c. At the time of payment, Interactive Advisors will provide you with a daily balance of Client assets investing in the portfolio based on your Data as of the close of the quarter. The document will not contain account names or account numbers.