

INVESTMENT ADVISORY CONTRACT (Robo-Advisor Contract)



Seelaus Asset Management, LLC

25 Deforest Avenue, Suite 308
Suite 308
Summit, NJ 07901
(855) 212-0955

151 Bodman Place
Suite 401
Red Bank, NJ 07701
(732) 933-8444

500 Mamaroneck Avenue
Suite 320
Harrison, NY 10528
(212) 935-0755

Client Name: _____

Client Address: _____

Account Number: _____

Discretionary

INVESTMENT AGREEMENT

The undersigned (“Client”), being duly authorized, has established an Account/Relationship (the “Account”), and hereby agrees to engage Seelaus Asset Management, LLC (“Seelaus AM”) on the following terms and conditions.

I. Appointment of Seelaus Asset Management, LLC

The Client hereby appoints Seelaus AM as investment advisor for the Account. Seelaus AM shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client’s online Client Risk Questionnaire (“CQ”). Client agrees to promptly notify Seelaus AM in writing of any prospective changes, restrictions, or limitations applicable to the Account and to provide Seelaus AM with prior written notice of any changes in the identity of persons authorized to act as agent on behalf of the Client’s Account.

II. Services by Seelaus AM.

By execution of this Agreement, Seelaus AM hereby accepts the appointment as investment advisor for the Account and agrees:

- (a) to supervise and direct the investments of the Account in accordance with the CQ, and as updated hereafter in writing to Seelaus AM;
- (b) to appraise and review, at least quarterly during the period of this Agreement investments of the Account, as initially accepted by Seelaus AM, together with all additions, substitutions and alterations thereto; and
- (c) To render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from a Custodian. It is understood and agreed that Seelaus AM, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

III. Procedure.

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client or Custodian. Seelaus AM will have no custody, at any time, of client funds and/or securities; and all funds/securities will be delivered between Client and Custodian only. Instructions of Seelaus AM to Client or the Custodian with respect to investments shall be made in writing or orally, and confirmed in writing as soon as practicable thereafter. If the identity of the Client’s Custodian changes, the Client will provide Seelaus AM with prompt, written notice of the change. Client hereby authorizes Seelaus AM to receive from the Custodian a copy of any Custody Agreement in effect at any time with respect to the Account.

IV. Service to Other Clients.

It is understood that Seelaus AM performs investment advisory services for various clients. Client agrees that Seelaus AM may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is the Seelaus AM'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. Nothing in this Agreement shall be deemed to confer upon Seelaus AM any obligation to acquire for the Account a position in any security which Seelaus AM, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of Seelaus AM it is not for any reason practical or desirable to acquire a position in such security for the Account. Seelaus AM shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the custodian for the Account.

V. Client Accounts.

Client agrees to open or maintain an account with **Pershing Division of BNY, One Pershing Plaza Jersey City, NJ 07399** (the "Custodian") for the execution of securities transactions and custodial services. Seelaus AM may receive certain administrative benefits from the Custodian that enable the Seelaus AM to provide the Client with advisory services. Client understands that by instructing Seelaus AM to execute all transactions on behalf of the Account through the Custodian, Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if Seelaus AM was able to place transactions with other broker-dealers. Client may also forego benefits that Advisor may be able to obtain for its other clients through, for example, the negotiation of volume discounts or block trades.

VI. Inside Information.

Seelaus AM shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Proxies.

Seelaus AM will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time except as may be directed by the Client and except as may be otherwise required by law.

VIII. Fee Schedule

The compensation of Seelaus AM for its services rendered hereunder shall be calculated in accordance with the Fee Schedule referenced below. Client shall be given thirty (30) days' prior written notice of any increase in fees.

- A. The specific manner in which fees are charged by Seelaus AM is established in the client's written Investment Advisory Contract (IAC). The basic fee is 0.8% of assets under management paid quarterly in advance. If a client closes an account prior to the end of a quarter, the unused fee is returned on a prorated basis.
- B. Seelaus AM deducts advisory fees directly from client accounts on a quarterly basis, in advance.
- C. Clients may pay other fees in connection with our advisory services, such as custodian fees or mutual fund expenses. Clients will also incur brokerage and other transaction costs. See Item 12 (page 9) of our ADV Part 2A for more information on brokerage costs.
- D. Investment advisory fees are billed quarterly, in advance. Clients may terminate their contracts with five days' written notice. Refunds will be given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Clients may terminate their contracts without penalty, for full refund, within 5 business days of signing the advisory contract.

IX. Valuation.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to Seelaus AM by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by Seelaus AM to reflect its fair market value.

X. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to Seelaus AM such evidence of such authority as Seelaus AM may reasonably require, whether by way of a certified corporate resolution or otherwise; (c) that if the Client is subject to the requirements of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), the Client has notified Seelaus AM of such fact in writing, and the Client representatives who have executed this Agreement are "named fiduciaries" of the Client. Client will indemnify Seelaus AM from any liability or expense resulting from a breach of Client's representations or from actions of plan fiduciaries of any ERISA plan other than Seelaus AM. Seelaus AM is responsible only for the Account and not for the diversification or prudent investment of any outside assets of the Client.

XI. Representations by Seelaus AM.

By execution of this Agreement, Seelaus AM represents and confirms that it is registered as an investment advisor pursuant to federal law.

XII. Termination.

This Agreement shall continue in effect until terminated by either party by giving to the other 5 days written notice; provided that the Client may at any time, upon delivery of written notice to Seelaus AM, terminate the discretionary authority of Seelaus AM. No assignment of the Agreement by Seelaus AM shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund.

XIII. Bond.

If a bond is required in connection with an Account, Client agrees to obtain and maintain for the period of this Agreement the bond in the amount specified by ERISA or other applicable law and agrees to include Seelaus AM among those covered by such bond.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to Seelaus AM at 25 Deforest Avenue, Suite 308, Summit, NJ 07901 to the attention of its Members, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of New Jersey except to the extent preempted by ERISA.

XVI. Authority.

When necessary, Seelaus AM shall authorize the payment of transaction costs from the Client's account. No commissions will be paid to Seelaus AM or any Seelaus AM affiliate.

Except as otherwise set forth in this Agreement; Client authorizes Seelaus AM to investigate, purchase, and sell on behalf of Client, various securities and investments. Seelaus AM is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

(Discretionary Investment Management)

Nothing in this Agreement grants Seelaus AM or any "person associated with" Seelaus AM (as defined in Section 202(a)(17) of the Investment Advisors Act of 1940, as amended (the "Act") the authority to take custody or possession of any of Client's assets. For purposes of this Agreement

“Account” shall be defined as follows: all accounts at any agreed Custodian for which Client has given Seelaus AM a limited power of attorney.

XVII. Receipt of Form ADV Part II and Privacy Policy.

Client acknowledges receipt of Part II A & B of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosures statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Client also acknowledges receipt of the Seelaus AM Privacy Policy.

XVIII. Assignment.

No assignment of the contract may be made by the investment adviser without the written consent of the client.

XIX. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

XX. Title to Assets.

Except to the extent Client has notified, or in the future notifies, Seelaus AM in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXI. Minimum.

There is a \$10,000 account minimum. Exceptions can be granted on a case by case basis by the Chief Compliance Officer.

XXII. Market Conditions.

Client acknowledges that Seelaus AM’s past performance and advice regarding the client’s account cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE IN VALUE.** Seelaus AM does not guarantee or warrant that services offered will result in profit.

XXIII. E-delivery.

By signing this agreement, you consent to electronic delivery of your account statements, trade confirmations and other account related documents listed below.

Electronic Delivery Consent

"You" means the account owner(s) of the account.

"Account Communications" means account statements, trade confirmations or other notices, disclosures and other information related to your account including without limitation prospectuses, quarterly, semi-annual or annual shareholder reports, proxy statements, and legal and regulatory notices and documents.

"Authorized User" means a person that you have authorized to be provided a user ID which enables access to your account online.

You agree that your financial organization and your clearing broker Pershing LLC (Pershing) may make the account communications available in an electronic form as described herein instead of mailing them in paper form.

Account communications will be made available to you online via a website maintained by Pershing on behalf of your financial organization (the "website"). Account communications will be available in portable document format (PDF). You affirm that you have installed a recent version of Adobe Acrobat Reader or other software application that enables you to view and print your account communications. You may print or save a copy of any of the account communications at any time. You may request a mailed copy of any of your account communications by contacting your financial organization.

An electronic mail ("e-mail") notification will be sent when account communications are available to be accessed on the website. The e-mail will provide you with the URL of the website. The e-mail notification(s) will be sent to the e-mail address(es) you provided directly to your financial organization or provided by registering on the website. You may view and verify your e-mail address(es) via the website, and change the e-mail address(es) through the website or by contacting your financial organization.

In the event that a notice of undeliverable status of an e-mail notification is received by Pershing, your financial organization or Pershing may send a paper notification by U.S. mail to the postal address you provided directly to your financial organization. The paper notification will notify you of the availability of Account Communications on the website, provide the URL of the website where Account Communications may be accessed, and direct you to update your email address.

In the event of an e-mail notification failure as defined by Pershing, Pershing may discontinue your enrollment in electronic delivery and reset your account communications delivery preferences so that future documents will be delivered to your mailing address of record in paper form.

If you lose access to the website, you should contact your financial organization to have your access reinstated. By providing this Electronic Delivery Consent, you affirm that you have provided a valid e-mail address directly to your financial organization or by registering on the website, have access to the Internet and are at least 18 years of age. You agree that electronic delivery of the account

