

# RIZE

## ADVISORY AGREEMENT

Last updated: June 13, 2017

This Non-Discretionary Asset Management Agreement (“Advisory Agreement”) by and between Rize Advisors, LLC (“Rize” “we” “us” “our” or “Adviser”), Delaware limited liability company and registered investment adviser, and you (“you” “your” or “Client”) the person accessing or otherwise making use of our website located at [rizemoney.com](http://rizemoney.com) (the “Site”), registering for an Account (as defined below), and/or otherwise accessing or making use of our Service (as defined below). This Advisory Agreement concerns the Rize Account (defined below), managed by Rize for the Client on a non-discretionary basis and pursuant to the Client’s authorization (“Rize Account”). This Advisory Agreement shall become effective on the day and year accepted by you. Client and Rize may each be referred to herein individually as a “Party” and together as the “Parties” as context so requires.

### NOTICE OF BINDING ARBITRATION

**ANY CLAIM, DISPUTE OR CONTROVERSY OF WHATEVER NATURE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION IN ACCORDANCE WITH THE PROCESS DESCRIBED IN THE SECTION TITLED “BINDING ARBITRATION” BELOW. PLEASE READ THE SECTION TITLED “BINDING ARBITRATION” CAREFULLY.**

#### 1. Acceptance of this Agreement.

1.1 Acceptance. When you use the Site to register for an Account (defined below) in order to make use of the Service or when you otherwise access or make use of your Account or the Service, you acknowledge, agree to, and are bound by, the terms and conditions of this Advisory Agreement and the Terms of Use published at [rizemoney.com/legal](http://rizemoney.com/legal). If you do not agree to be bound by this Advisory Agreement and the Terms of Use, do not continue to access or otherwise make use of the Site or Service. Please note that certain uses of the Site or Service may be subject to separate agreements that will be provided to you prior to such use.

1.2 Restrictions on Acceptance. When you access or otherwise make use of the Site or the Service you acknowledge and agree that:

- (a) if you are accepting this Advisory Agreement on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and to act on behalf of such legal entity;
- (b) you have read and understand all of the provisions, terms and conditions set forth in this Advisory Agreement and the Terms of Use;

- (c) you will be bound by all of the provisions, terms and conditions set forth in this Advisory Agreement and the Terms of Use;
- (d) you are at least eighteen (18) years of age;
- (e) you have the right, authority and capacity to enter into this Advisory Agreement and the Terms of Use and to abide by all terms and conditions of this Advisory Agreement and the Terms of Use;
- (f) you have not previously used the Service through an Account which Rize has terminated or suspended in accordance with the terms and conditions of this Advisory Agreement and the Terms of Use;
- (g) you have a valid U.S. email address;
- (h) you have a valid and active deposit account with a U.S. financial institution;
- (i) you are a resident of one of the fifty (50) states of the United States, or a resident of Washington D.C. and have a valid postal mailing address confirming the same; and
- (j) this Advisory Agreement and the Terms of Use are the legal equivalent of a signed, written contract between you and Rize.

***If you are unable or unwilling to confirm the above statements, then you must not accept this Advisory Agreement or otherwise access or make use of the Site or Service.***

## 2. Definitions.

2.1 Unless context requires otherwise, capitalized terms not defined within the Agreement shall have the following meanings:

- a. "Account" means your Rize user account which you must register for through the Site in order to use the Service.
- b. "Custodian" means Apex Clearing Corporation.
- c. "Funding Account" means the deposit account that you (i) maintain at a third party financial institution; and (ii) authorize Rize to access through its third party providers in order to perform the Services.
- d. "Funding Account Credentials" means the user information related to the Funding Account you maintain at a third party financial institution and includes, without limitation, log-in credentials, passwords, American Bankers Association routing number, Funding Account number and other relevant user information as may be necessary for Rize to provide the Service.
- e. "Personal Information" may include your name, email address, phone number, banking information, User Information, and other information that identifies you.
- f. "Rize", "we" "our" or "us" shall mean Rize Advisors, LLC, a Delaware limited liability company and SEC registered investment adviser.
- g. "Service" means the Rize interactive platform that assists you with establishing and meeting personal savings goals through various automated actions including, without limitation, (i) tracking your Funding Account, (ii) providing personalized and automated savings advice, (iii) notifying you of savings opportunities, or (iv) automatically moving money from your Funding Account to your Rize Account based on your Settings.
- h. "Rize Account" means the account held by Apex Clearing Corporation and linked to your Funding Account for the purpose of receiving and holding transferred funds according to your Settings.
- i. "Settings" means the instructions that you provide through your Account that authorize Rize take certain automated actions including, without limitation, (i) monitor your Funding Account and collect data on spending and savings patterns, (ii) notify you of savings opportunities based on your spending and saving patterns, or (iii) transfer funds from your Funding Account to your Rize Account on specified dates or at regular intervals.
- j. "Site" means our website located at [www.rizemoney.com](http://www.rizemoney.com).

- k. "User Information" means personal information and may include your name, your date of birth, your social security number, your tax identification number (if applicable), your home or other physical address, your email address, your telephone number, banking information, and information concerning your financial goals and preferences, as such information is required to register an Account and access or otherwise make use of the Services.
- l. "You" "your" or "Client" means the person or entity using or accessing the Site or Service under this Advisory Agreement.

**3. Interpretation.** References to Sections and applicable appendices (*i.e.*, Privacy Policy) are to be construed as references to the Sections of, and Appendices to, this Agreement, unless otherwise indicated. The singular includes the plural, and the plural includes the singular. All references to "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to this Agreement as a whole rather than any particular part of the same. The terms "include" and "including" are not limiting.

#### **4. Terms and Conditions.**

4.1 Appointment. You hereby appoint Rize as your investment adviser to perform the Service on your behalf on a non-discretionary basis, and Rize accepts such appointment under the terms and conditions hereinafter stated. Rize shall be responsible for reviewing and/or providing an assessment of your present financial situation and shall provide you with savings advice through the Service based solely upon your Settings. Savings advice provided by Rize through the Service may include advice concerning the short-term and long-term savings goals that you establish through the Settings on your Account. Such Settings will be subject to this Advisory Agreement in accordance with your savings needs, goals and objectives.

4.2 No Financial Planning or Investment Advice. You acknowledge and agree that Rize will not provide financial planning advice or investment advice but provides only the savings advice described in this Advisory Agreement. You acknowledge and agree that, at this time, Rize provides only savings advice and delivers the Services pursuant to the Settings you establish through your Account. You acknowledge and agree that Rize will not provide advice in person or over the phone, but will only provide savings advice through the Service in accordance with this Advisory Agreement and the Terms of Use. You acknowledge and agree that you will not be entitled to transfer funds between or otherwise transact with your Funding Account and Rize Account other than in cash. You further acknowledge and agree that Rize may in the future provide you with information regarding additional third party services which you, in your sole discretion, may elect to participate in independently from the Rize Services and you understand that Rize does not endorse or warrant such third party services by providing you with information related to such third party service providers.

4.3 ERISA Representations. This Section applies if any assets of the Client include a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code. If certain Client assets are for a plan subject to ERISA, the Client appoints the Adviser, and the Adviser accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and the Adviser acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e) (3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).

- 1. If requested by Advisor, the Client agrees to provide the Adviser with true and complete copies of all documents establishing and governing the plans and evidencing the Client's authority to retain the Adviser. If the Portfolio contains assets that represent only a portion of the plan's assets, the Client understands that the

Adviser will have no responsibility for the diversification of all the plan's assets, and that the Adviser will have no duty, responsibility or liability for plan assets that are not invested in the Portfolio. The Client further represents that a fidelity bond meeting the requirements Section 412 of ERISA and the regulations issued thereunder is currently maintained and that Advisor will be added as a fiduciary covered by such fidelity bond. The Client agrees to provide satisfactory evidence of such coverage if requested by Adviser.

**2. NOTE THAT, AT THIS TIME RIZE DOES NOT ACCEPT ACCOUNTS THAT ARE GOVERNED BY ERISA.**

- 5. Limited Authority.** Generally, you will be responsible for the transfer of funds through the Services by: (i) carefully reviewing the information about the savings goals suggested on the Site and Service; (ii) carefully considering the recommendations that Rize generates for you through the Site and Service based on your Settings; (iii) carefully choosing your personal savings goals and objectives; and (iv) providing Rize with accurate personal financial information, savings goals and instructions through your Settings. Moreover, it is your responsibility to continually monitor the transfer of funds between your Funding Account and Rize Account by using the Service and Settings to initiate, schedule, automate, and monitor such funds transfers. However, Rize shall have discretion over assets in your Rize Account to the limited extent necessary for Rize to execute deposits and withdrawals according to your Settings or pursuant to your request.
- 6. Custodian of Rize Account.** We shall not maintain physical custody of your Assets; instead your Assets will be held in the custody of Apex Clearing Corporation. We will, however, assist you to obtain disbursements from the Rize Account held with the Custodian, from time-to-time as you request.
- 7. Your Rights and Obligations.** You retain sole ownership of the Funding Account. You may request that Rize make deposits to and withdrawals from your Rize Account at any time, subject to any maintenance requirements of the Custodian. You should allow up to five (5) business days for Rize to process the instructions you have provided and for the funds to transfer.
- 8. Account Connections.** In order to make use of the Service you will be required to connect your Rize Account to your Funding Account by providing true, accurate, current, and complete Funding Account Credentials. You acknowledge and agree that your Rize Account will not be connected to your Funding Account unless and until Rize receives confirmation through the Service that you have successfully connected your Rize Account and Funding Account. You further agree that, if your Funding Account is closed or restricted after it is successfully connected to your Rize Account, you will have no right under this Advisory Agreement or the Terms of Use to transfer funds between your Funding Account or Rize Account through the Service until: (i) the Funding Account is reopened or unrestricted; or (ii) you have successfully connected an alternative Funding Account to your Rize Account.
- 9. Funds Transfer.** You acknowledge and agree that, based on your Settings, Rize will use the Service to initiate funds transfers between your Funding Account and Rize Account according to your Settings. You acknowledge and agree that nothing in this Advisory Agreement or our Terms of Use gives you any right to instruct Rize to transfer funds between your Funding Account and Rize Account by any manner other than through an Automated Clearing House transfer in accordance with your Settings and pursuant to this Advisory Agreement or our Terms of Use.
- 10. Withdrawals and Sales.** You may transfer funds from your Rize Account to your Funding Account by initiating a withdrawal request through the Service at any time. You acknowledge and agree that, notwithstanding anything in this Advisory Agreement or the Terms of Use to the contrary, you will not be able to request withdrawals unless and until you have successfully connected your Funding Account to your Rize Account through the Service. Rize will send any Withdrawal request to the ACH Operator. You acknowledge and agree that, by requesting a withdrawal,

you authorize the ACH Operator to request that the Custodian transfer the amount requested (or less if the money remaining in your Account after deducting any fees due is less) to your Funding Account.

11. **Termination.** This Advisory Agreement will continue in effect until terminated by either party with a written notice to the other, via email or by mail to the address of record. In the event the Agreement is terminated, any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

11.1 You understand and agree that the cancellation or termination of this Advisory Agreement is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Advisory Agreement or our enforcement or application of this Advisory Agreement; (ii) any practice or policy of Rize, including our Terms of Use and Privacy Policy, or our enforcement or application of these policies; (iii) the content available through our Service or any change in content provided through the Services; (iv) your ability to access and/or use the Account, Site or Service; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your Account and all related information and/or files in your Account and/or bar any further access to such information and/or files, our Site (or part thereof) and/or our Services, except as we may otherwise provide from time to time.

11.2 We will attempt to process all cancellation requests within five (5) business days of receiving such request. If you use our Service during that next period, you will not be entitled to a refund. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

11.3 Termination of this Advisory Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Advisory Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Advisory Agreement; or (iii) your obligation to pay any advisory fees (pro-rated through the date of termination). Upon the termination of this Advisory Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

11.4 The death or incapacity of the Client shall not terminate the authority of the Adviser granted herein until the Adviser receives written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative.

12 **Legal Capacity.** If this Advisory Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Advisory Agreement in such a capacity.

13 **Representation.** It is understood by the Client that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting, including tax, advice hereunder, nor prepare any legal or accounting, including tax, documents for the implementation of any of the Client's financial or investment plans.

#### 14 **Fees.**

14.1 **No Fees Required.** Rize does not currently charge any fees including the Wrap Fee (defined below) for your use of the Site and the Services. Notwithstanding the foregoing, you acknowledge and agree that Rize reserves the right to set and charges fees in the future for your use of the Site and the Services. If Rize intends to set and charge fees for your use of the Site and Services in the future, Rize will provide you with at least 30 calendar days' advance written notice of such change and provide you with at least this period of time to terminate this

Advisory Agreement and transfer any funds from your Rize Account as may be necessary to avoid a charge for such fees.

- 14.2 Monthly Fee Election. Though Rize does not currently charge any fees for your use of the Site and the Services, you will have the opportunity during Registration to set a recurring monthly fee to be paid to Rize in exchange for the Services. You are not required to set a monthly fee in exchange for the Services. **If you choose to pay Rize a monthly fee your set monthly fee will control and the Wrap Fee maximums set forth in 14.3 below will not apply unless (a) your chosen monthly fee is less than the Wrap Fee, and (b) Rize has provided you with advance written notice of its decision to instate the Wrap Fee and provided you with at least 30 calendar days' notice to terminate this Advisory Agreement and transfer any funds from your Rize Account as may be necessary to avoid a charge for such fees.**
- 14.3 Wrap Fee. You agree to pay any Wrap Fee in accordance with this Advisory Agreement. The Wrap Fee is not negotiable. Rize reserves the right to waive the Wrap Fee or any part thereof for any period for any client at its sole discretion. At this time Rize has elected to waive the Wrap Fee but reserves the right to reinstate any Wrap Fees in its sole discretion provided that Rize provides you with at least 30 calendar days' notice. To this end, and not in limitation of the foregoing, Rize may, from time to time, elect to launch programs or initiatives whereby Wrap Fees may be waived, in whole or in part. Any such program or initiative (i) is entirely discretionary to Rize, and may be expanded, narrowed, suspended, cancelled or modified at any time by Rize, and (ii) will be subject to any rules, guidelines and/or terms and conditions created by Rize in connection therewith (which rules, guidelines and/or terms may be included in website landing pages, on Rize's website generally and/or elsewhere). To the extent any such program or initiative is cancelled or terminated, you will once again be charged the then-current Wrap Fees on a going-forward basis. The Client agrees and acknowledges that Rize shall have sole discretion in determining whether or not to charge any Wrap Fee. In the future, Rize may choose to institute a minimum account opening balance is \$5.00. Rize customers choose the fee that they pay each month for the use of Rize's services on a person-by-person basis. If Rize elects to instate the Wrap Fee, the maximum Wrap Fee charged is based upon the amount of money you transfer to your Rize Account. For accounts under \$5,000, the client may choose to pay a fixed fee of up to \$10 per month. For accounts of \$5,000 or more, the client may choose to pay a fee of up to 2.5% annually of the account balance. Such Wrap Fees are charged monthly, in arrears, and will be calculated on the average daily balance of the previous month in the Rize Account, will be billed within the first two weeks of the month.

We believe our fee is reasonable considering the fees charged by other investment advisers offering similar services/programs. Our fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of your funds.

For accounts with a balance of under \$5,000, you will authorize a direct debit up to the maximum amount determined by the Wrap Fee from your Rize Account to pay us. Each time you use our Services you reaffirm that our fee may be deducted from your Rize Account. In the event we cannot deduct the fee from your Rize Account, we reserve the right to terminate your access to our Services.

For accounts with a balance of \$5,000 or more, you will authorize a direct debit of the fees from your Rize Account in order to pay us. Management fees are prorated for each contribution and withdrawal made during the applicable calendar month (with the exception of small inconsequential contributions and withdrawals). Each time you use our Services you reaffirm your agreement that we may charge your account. In the event we cannot charge your account, we reserve the right to terminate your access to our Services.

- 14.4 Clients are responsible for all charges and fees associated with connecting to our Services, including without limitation all internet service provider fees, data charges, sales taxes and any other fees and charges necessary to access our Services via your mobile device or other personal electronic devices.
- 15 **Non-Exclusive Management.** It is understood that the Adviser performs financial planning services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Account.
- 16 **Confidential Relationship.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.
- 17 **Notices and Communication.** Communications will be sent to you at the contact information you provide during Registration for your Account. Pursuant to the "Disclosure and Consent to Electronic Communications" section set forth in our Terms of Use you have agreed to receive electronic communications from Rize concerning your Account and the Services. You further agree that any such electronic communications will be deemed to have been received by you no later than five (5) business days after Rize sends such communication to you by email or posts such Communication on the Site or through the Service, whether or not you have received the email or retrieved the Communication from the Site or Service. An electronic Communication by email is considered to be sent at the time that it is directed by Rize's email server to your email address. You agree that these are reasonable procedures for sending and receiving electronic Communications. We encourage you to read the "Disclosure and Consent to Electronic Communications" section of our Terms of Use carefully.
- 18 You acknowledge that the Service is provided through an electronic platform and, therefore, acknowledge that voicemail, email, fax, and other similar means of communication may not come to our attention in a timely manner. Accordingly, you acknowledge and agree that if you use such means of communication to make account requests or provide us with account instructions, such requests or instructions shall not bind us unless or until we confirm such requests or instructions in writing; therefore, you should direct time-sensitive account requests or instructions to us through the electronic platform, and your failure to do so may result in delayed implementation of your requests or instructions.
- 19 **Acknowledgement of Receipt of Form ADV Part 2A.** We will provide you with a Form ADV Part 2A for your records contemporaneously with your Registration. Pursuant to Section 17 above and the "Disclosure and Consent to Electronic Communications" section set forth in our Terms of Use, you acknowledge and agree that the Form ADV Part 2A will be sent to you by electronic communications and will be deemed to have been received by you no later than five (5) Business Days after Rize sends it to you by email. You hereby acknowledge the receipt of Form ADV Part 2A as provided in accordance with this Advisory Agreement.
- 20 **Proxies and Class Action Lawsuits.** The Adviser will not vote proxies on behalf of the Client's Account. Further, the Adviser will not take any action or render any advice with respect to any securities which are named in or subject to class action lawsuits.
- 21 **Risk Acknowledgement.** The Adviser does not guarantee the future performance of any recommendations or any specific level of performance, the success of any savings goals that the Adviser may recommend, or the success of

Adviser's overall management of the Account. All recommendations will be based on information from sources believed to be reliable, but are not guaranteed by Rize as to their accuracy or completeness. Client understands that Adviser's recommendations are subject to various market, currency, economic, political, and business risks, and will not always be profitable. Adviser will provide advice only with regard to the Service and the Rize Account and will not make recommendations with regard to other securities, cash, or other investments owned by Client.

- 22 **Entire Agreement, Severability and Amendments.** All agreements, covenants, representations and warranties express and implied, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. If any provision hereof shall be held or made unenforceable by statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent by law or equity while most nearly preserving its original intent. The invalidity of any part of this Advisory Agreement shall not render invalid the remainder of the agreement and, to that extent, the provisions of this Advisory Agreement shall be deemed to be severable. Rize has the right to amend this Advisory Agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by Rize. However, regardless of anything else in this Advisory Agreement, any increase in fees, any deletion or substitution by Rize of any of the services or in connection with the Account and any material modification of any such services will be the subject of a minimum of 30 days prior written notice to the Client.
- 23 **Governing Law.** Except to the extent that it is preempted by federal law, the internal law of the Delaware will govern the construction, validity, and administration of this Advisory Agreement. However, nothing in this Advisory Agreement will be construed contrary to the Advisers Act.
- 24 **Standard of Care.** Subject to the terms and conditions of this Advisory Agreement and without limiting any rights you may have under the Investment Advisers Act of 1940 and other applicable United States federal or state securities law, Rize shall exercise the level of care in providing the Advisory Services that is customary and reasonable in the industry for investment advisers providing investment advice solely through internet-accessed computer applications.
- 25 **Waiver.** Failure of either party at any time to declare breach and termination of this Advisory Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.
- 26 **Assignment of Agreement.** No assignment, as that term is defined in the Advisers Act, of this Advisory Agreement shall be made (a) by the Adviser without the prior written consent of the Client or (b) by the Client without the prior written consent of the Adviser. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.
- 27 **Binding Arbitration.** In the event of any dispute concerning or arising under this Advisory Agreement, such dispute shall be arbitrated. Arbitration shall be conducted by and submitted to a single arbitrator ("Arbitrator") selected from and administered by the Washington, DC office of JAMS ("JAMS"), in accordance with its then-existing Comprehensive Arbitration Rules & Procedures. The arbitration shall be conducted by a licensed attorney or retired judge who is admitted in both federal and state courts, with experience in securities law. The Arbitrator shall be authorized to award compensatory damages, but shall NOT be authorized to award non-economic damages such as for emotional distress, or pain and suffering or punitive or indirect, incidental or consequential



damages, and the parties waive any right to recover such damages. Each party shall bear its, his or her own attorneys' fees, cost and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Arbitrator and JAMS; however, the Arbitrator may award to the prevailing party reimbursement of its reasonable attorneys' fees and costs (including, for example, expert witness fees and travel expenses), and/or the fees and costs of the Arbitrator. Within fifteen (15) calendar days after conclusion of the arbitration, the Arbitrator shall issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded. Each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award. Judgment on the award may be entered by any court of competent jurisdiction. By agreeing to this binding arbitration provision, you understand that you are waiving certain rights and protections which may otherwise be available if a claim or dispute were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, the right bring a claim as a class member in any purported class or representative proceeding, and the right to invoke formal rules of procedure and evidence.

## **28 Acknowledgements.**

- 28.1 Client acknowledges receipt of Part 2A Appendix 1 of Form ADV and the Adviser's Privacy Policy.
- 28.2 Client agrees to notify us promptly via the Site or Service of any change in Client's circumstances that might affect the Client's Account.
- 28.3 Client agrees to notify us promptly via the Site or Service if any of their User Information changes.
- 28.4 Client acknowledges that the Adviser has its, his or her express permission to deliver all documents relating to the Account electronically. This includes the Adviser's Privacy Policy, ADV Part 2A Appendix 1 Wrap Brochure and Part 2B Brochure Supplement, and any updates to them, forms requiring Client's acknowledgement, responses to Client's requests, and notification of the availability of such document(s) on a website. Client agrees that such notification will constitute "delivery." Client further agrees to provide Adviser with Client's email address and to keep this information current at all times by promptly notifying Adviser of any change in email address.

**THE CLIENT WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING ON THE "I AGREE" BUTTON DURING THE REGISTRATION PROCESS AS THIS AGREEMENT IS SET FORTH IN THE PROGRAM AGREEMENT. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT CLIENT WILL ADDRESS THEM WITH THE ADVISER BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" OR TYPING CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. CLIENT AGREES TO CHECK THE SITE FOR UPDATES TO THIS AGREEMENT.**

**CONTACTING US.** If you have any questions about this Agreement, please contact us as described on the website under "Contact Us" or at the mailing address provided below. We will attempt to respond to your questions or concerns promptly after we receive them.

E-mail: <mailto:support@rizemoney.com>

Call: 1 (202) 730-9897

Arlington, VA Office

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