

# MONEX ASSET MANAGEMENT INC

## ADVISORY CLIENT ACCESS AND SUB-MANAGER AGREEMENT

The undersigned ("Client", "you", or "your"), being duly authorized, pursuant to the terms of this Agreement (the "Agreement") hereby engages **Monex Asset Management, Inc.** ("Monex"), as investment adviser to provide access to **BCP Advisors LLC, d/b/a BCP Global** ("Adviser" or "Firm") as a sub-manager to manage your investment portfolio account (the "Account") on an on-line basis, pursuant to the terms and conditions of the Investment Advisory Agreement to be executed by Client and Adviser ("BCP Advisory Agreement"). Client, Monex and Adviser are also referred to herein as "Party" and or "Parties").

Monex is duly registered with the state of Texas and California as an investment adviser, pursuant to the laws of the respective state jurisdictions, and will be duly registered (or appropriately exempt from registration) as an investment advisor in each state or where its advisory activities subject Monex to registration. Persons located in other states in the United States will not be accepted as an advisory client by Monex.

BCP will act as a sub-manager for your Account. BCP provides specialized discretionary investment management services to individuals, high net worth individuals, trusts, estates, charitable organizations, corporations, other business entities, and foreign investment advisers who are clients of and introduced through Monex. The discretionary investment advisory services of Adviser are provided through virtual interaction conducted over the Internet. Advisers interaction with clients is done through a technology platform that is available through Advisers website and mobile application.

### **1. Form ADV Disclosures.**

Prior to engaging Adviser, you will be required to review and acknowledge delivery of the Form ADV Part 2A Brochure for Monex ("Monex Brochure"), which describes the business practices and advisory activities of Monex, and the Form ADV Part 2A Appendix 1 Wrap Brochure for Adviser ("Wrap Brochure"), which provides Client with information regarding the qualifications, business practices, and advisory services provided by Adviser. As noted in the Wrap Brochure, Adviser bundles or "wraps" investment advisory, brokerage, custody, clearance, and settlement as well as other administrative services together and charges a single fee that is based on the value of assets under management. Additionally, it should be noted that Adviser has an arrangement with Interactive Brokers, LLC, a FINRA registered broker dealer, who serves as the custodian for your portfolio assets. Client hereby acknowledges receipt and delivery of the Monex Brochure and the Wrap Brochure prior to or at the time of entering into this Agreement and the BCP Agreement.

*For State of Texas Clients:* Client acknowledges receipt of Form ADV Part 2A; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Form ADV Part 2A Appendix 1, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then Client has the right to terminate the contract without penalty within five business days after entering into the contract.

*For State of California Clients:* Client acknowledges receipt of Form ADV Part 2A; a disclosure statement containing equivalent information. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory

contract with this investment adviser, then Client has the right to terminate the contract without penalty within five business days after entering into the contract.

**2. Services of Monex.**

By execution of this Agreement, Monex will provide you (a) an introduction and access to the on-line advisory services of Adviser and (b) with information and material about the on-line advisory program of Adviser. Additionally, our services also may include periodic contacts about investment performance, reviews, or other information as may be requested or required to assist you in understanding Adviser's services, establishing an advisory relationship with Adviser or providing/updating client information on behalf of Adviser. Notwithstanding the above, Monex has no discretion regarding your portfolio assets that are under management by Adviser, and will not provide ongoing investment advisory management services to you regarding the specific portfolio assets in the Account.

**3. Compensation.**

The compensation payable to Monex and Adviser, for the term of your advisory relationship with Adviser, is based upon a percent of your portfolio assets under management. The tiered investment advisory fees charged for advisory services, and percentage that Adviser shares in such advisory fees with Monex, are set out on Exhibit A, Compensation. Please note that the Advisory Fee payable by Client for advisory services will not increase due to the sharing of the Advisory Fee by Monex and Adviser.

**4. Confidential Relationship.**

All information and advice furnished by any Party to another hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or regulations.

**5. Service to Other Clients.**

Monex acts as adviser to other clients and may give advice, and take action, with respect to any of those clients, which may differ from the advice given, or the timing or nature of action taken, with respect to the Account. It is understood that Monex performs investment advisory services for itself, its officers, directors and shareholders as well as various other clients. Client agrees that Monex may utilize other sub-managers, and investment advice provided by Monex and or those sub-managers with respect to any of its other clients may differ from advice given or the timing or nature of action taken with respect to the Client.

**6. Investment Objectives and Restrictions.**

Pursuant to the BCP Advisory Agreement, it will be Client's responsibility to advise Adviser, via the web portal and applicable questionnaires, on the investment objective of the Account and of any changes or modifications therein as well as any specific investment restrictions.

**7. Term, Termination and Assignment.**

This Agreement shall commence on date hereof and may be terminated at any time by either Party by giving written notice of such termination to the other Party. Additionally, termination of the BCP Agreement will result in the termination of this Agreement and or the termination of this Agreement will also result in the termination of the BCP Agreement. No assignment, as that term is defined in the Advisers Act, of the Agreement, shall be made by Adviser without the consent of Client.

**8. Notices.**

Unless otherwise specified herein, all notices, instructions, and advice with respect to any matters contemplated by this Agreement shall be deemed duly given when electronically received by Monex at the electronic mail address of record, or when electronically delivered to Client (or delivered by hand) at the electronic mail address of record. Monex may rely upon any notice from any person it reasonably believes is authorized to act on behalf of the client.

**9. Representations by Client.**

Client represents and confirms that (a) the engagement of Monex is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a corporation or trust, that (i) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, (ii) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise; (b) Client has received delivery of the Monex Brochure and the Wrap Brochure prior to execution of this Agreement and the BCP Advisory Agreement; and (c) Client is a resident of California or Texas or is not a citizen of the United States and resides offshore.

**10. Representations by Monex.**

Monex represents and confirms that a) Monex is registered as an investment adviser with the states of Texas and California; b) Monex is not a fiduciary with respect to the Account, and c) Monex has the right, authority and legal capacity to enter into and perform its obligations under this Agreement.

**11. Privacy Notice.**

Client hereby acknowledges receipt of a copy of Adviser's Privacy Notice prior to or at the time of entering into this agreement.

**12. Entire Agreement; Governing Law.**

This Agreement constitutes the entire agreement of the Parties with respect to introduction of Client to Adviser and can be amended only by a written document signed by the Parties.

**13. Arbitration.**

Any controversy arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the code of arbitration procedure of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final and judgment upon the award rendered may be entered in any state or federal court having jurisdiction. At least one member of the panel must have five (5) years of experience in the securities industry.

Arbitration or any other hearing or legal proceeding between Adviser and Client shall take place in a mutually agreed upon location. It is further understood and agreed to that, pursuant to the above arbitration clause:

- a. arbitration is final and binding on all Parties;
- b. the Parties are waiving their right to seek remedies in court, including the right to jury trial, except where such waiver would be void under federal securities law, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes; pre-arbitration discovery is generally more limited than and different from

- c. court proceeding;
- d. the arbitrator's award is not required to include factual findings or legal reasoning and any Parties right to appeal or seek modification of rulings by the arbitrators is strictly limited;
- e. the panel of arbitrators will include a minority of arbitrators who were or are
- f. affiliated with the securities industry.

Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws. Arbitration is final and binding on the Parties.

#### **14. Liability.**

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.

***INSERT LINKS TO FORM ADVS'S***

***INSERT SOLICITOR DISCLOSURE DOCUMENT***

**This Agreement and any related disclosures shall be dated as of the time Client enters Client's electronic signature.**

**Client's name and electronic signature shall be incorporated by reference to fields entered through the sign-up process on the website in this Agreement and any related disclosures.**

*Electronic Signature: [ ] By checking this box you consent that this action is equivalent to your written signature, and that, by doing so, you are entering into a legal agreement. You acknowledge that you have read and agreed to this Agreement, its provisions and terms and any related disclosures related thereto. You agree to receive all account information electronically, including the annual delivery of Monex's Form ADV and notifications. You certify that the information provided in this application is true and correct and you will notify Monex within thirty days of any significant changes.*

**The approval of Monex shall be incorporated by reference to fields captured by Monex.**

**EXHIBIT A**  
**COMPENSATION**

Clients will pay Monex and Adviser a fee for advisory services, which is a tiered fee structure that ranges from 1.00% to 1.75% of the portfolio assets under management by Adviser pursuant to the schedule below (the “Advisory Fee”).

<u>Assets Under Management</u>	<u>Monex Advisory Fee</u>
From \$0 to \$100,000	1.75%
From \$100,001 to \$250,000	1.65%
From \$250,001 to \$500,000	1.50%
From \$500,001 to \$1,000,000	1.25%
From \$1,000,000 and up	1.05%

The Advisory Fee is paid monthly in arrears and, pursuant to the terms of the BCP Advisory Agreement, and Client will authorize Adviser to instruct the custodian to debit all Advisory Fees directly from the Account to pay such Advisory Fees to Adviser. Monex and the Adviser share in the Advisory Fee, and as such, the Adviser will retain the Advisers Percent of Advisory Fee set forth above, and the balance will be paid by the Adviser to Monex. Please review the BCP Advisory Agreement for additional terms and conditions of the billing process by Adviser. The Advisory Fee payable by Client will not increase due to the sharing of the Advisory Fee by Monex and Adviser.