

Spark Advisors Advisory Agreement

This Investment Advisor Agreement (“Agreement”) is by and between Spark Advisors, LLC (“Spark Advisors” or “Adviser”), a registered investment adviser, and the party electronically signing below (“Client”), and relates to all managed account services provided for the Client (“Account”) via our online website (“Website”). By accessing and/or using the Website, you agree to be bound by the terms of this Investment Advisory Agreement.

Terms and Conditions

This Agreement sets forth the terms and conditions of the investment management services, outlines the responsibilities of the parties and defines the relationship of Spark Advisors and the Client.

Spark Advisors provides an online, web-based service to help clients with their investment advisory needs. Our web-based services will generate investment portfolio recommendations; recommendations of securities to buy and sell in each asset class, and ongoing guidance, all based on the information you provide through our Website.

Spark Advisors relies on the information submitted by you in order to generate your recommendations and cannot be held responsible for any recommendations based on inaccurate information. You acknowledge that if you provide false or inaccurate information to Spark Advisors, the investment advice provided to you will be based on that information and may therefore not meet your investment needs.

Spark Advisors’ advisory services are offered on both a discretionary and non-discretionary basis. Should you choose to grant Spark Advisors discretionary authority of your Account, the Adviser is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same. Spark Advisors does not and will not have custody over any of your assets. The Assets shall be held by an independent Custodian (“Custodian”) meeting the requirements of a “qualified custodian” under Rule 206(4)-2 of the Advisers Act. Our recommendations are intended to help you make investment decisions and assist you in your investment planning, but it is not a substitute for your own informed judgment. You are responsible for your own investment decisions, and you may accept, reject or modify the portfolio and investment recommendations provided by Spark Advisors. Anytime a recommendation is generated, you have the ability to adjust the recommendation before giving us approval to implement the recommendation into your account at the custodian.

Website Registration

To access our Website application you will be required to first register with www.sparkgift.com accessing the website and following the questions through the simple set up process. As such, your relationship with Spark Advisors will be governed by this Agreement together with the terms governing the use of the Website. Client understands that the Website is the only means of accessing the services provided through the Spark Advisors, accessing the Account, and effecting transactions for the Account.

Client Rights and Obligations

Each Client retains sole ownership of the Account (i.e. the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian.

Legal Capacity

If this 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 Agreement in such a capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that the Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.

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 advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

Non-Exclusive Management

It is understood that the Adviser performs investment advisory 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. The Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser recommends for the Client's Account.

Fees

Spark Advisors charges no fees.

Clients will sign up for a one year contract that is automatically renewable after the one year anniversary unless a cancellation notice is received from the client. Clients may terminate their contracts at any time including within the initial one year period. All terminations must be sent through the web-based application that all online clients use to control their accounts. No increase in the annual fee shall be effective without prior written notification to you. We believe our fee is reasonable.

No portion of the Adviser compensation shall be based on capital gains or capital appreciation of the Assets except as provided for under the Investment Advisors Act of 1940. Spark Advisors does not charge performance based fees.

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.

Notices and Communication

Communications will be sent to the Client at the email address provided by the Client at the time the Client opens the Account through our website. All communications sent to the Client at the stipulated email address will be treated as if they were given to the Client personally, whether or not the Client receives them.

Termination

This Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. In the event the Agreement is terminated, and the Client has advanced any fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client. Any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this 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. The Adviser will provide the Client with a pro-rata refund of the Client's prepaid advisory fees to the extent that one is due.

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.

Proxies and Class Action Lawsuits

The Adviser will not vote proxies on behalf of the Client's Account. Additionally, the Adviser will not be required to take any action or render any advice with respect to 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. Further, the Adviser will not take any action or render any advice with respect to any securities held in the Account, which are named in or subject to class action lawsuits.

Risk Acknowledgement

The Adviser does not guarantee the future performance of any recommendations or any specific level of performance, the success of any investment decision or strategy that the Adviser may recommend, or the success of Adviser's overall management of the Account. The Client understands that investments are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment decisions will not always be profitable. THE CLIENT'S INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS.

All recommendations will be based on information from sources believed to be reliable, but are not guaranteed by Spark Advisors as to their accuracy or completeness.

Entire Agreement and Amendments

All agreements, covenants, representations and warranties express and implied, oral and written, 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. Spark Advisors has the right to amend this Agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by Spark Advisors. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by Spark Advisors 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.

Governing Law

Except to the extent that it is preempted by federal law, the internal law of the jurisdiction(s) in which the Adviser is registered will govern [M1] the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act. 16. Governing Law.

Standard of Care

In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither the Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing the Client's Account under this Agreement. However, the State Securities Laws and Federal Securities Laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a Client's rights which he/she may have under applicable State Securities Laws and/or Federal Securities Laws.

Assignment of Agreement

No assignment, as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser without the prior written consent of the Client. 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 Advisors Act.

Severability

If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, legality or unenforceability shall not affect the remaining provisions and portions of this Agreement.

Limitation of Liability; Indemnification

The Client agrees to use the service according to this Agreement and the Terms of Use (which governs access and use of the Website). If you do not comply with the terms of this Agreement and/or Terms of service, you will hold us harmless from any and all loss arising from your use of the Website. In no event will the Adviser or its affiliates be liable to the user (in damages or otherwise) in connection with or as a result of the Adviser's provision of or the user's use of the service. In no case shall the Adviser or its affiliates be liable for any indirect, special, incidental, consequential or punitive damages (including, without limitations, those resulting from theft or loss of profits, data, use, goodwill, business interruption or other intangible loss) arising from user's use of the Website, the service or the internet, whether based on warranty, contract, tort or any other legal theory and whether or not the Adviser or an affiliate has been advised of the possibility of such damages. You further acknowledge and agree that this Agreement specifically incorporates the limitation of liability and indemnification provisions of the Terms of Use.

We use reasonable care, consistent with sound industry practice, in providing this service. However, we do not guarantee that the service or any content will be delivered to you uninterrupted, timely, secure, or error-free.

Jurisdiction

You agree that any action at law or in equity arising out of or relating to this Agreement or the Website shall be filed only in the state or federal courts in California, and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action.

Arbitration Agreement

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this Agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where the Adviser is located. The parties acknowledge, understand and agree that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

In no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under Federal or State Securities Laws to pursue a remedy by other means.

Acknowledgement of Disclosure Statement

_____ The Client acknowledges receipt of Part 2 of Form ADV.

_____ The Client acknowledges receipt of Spark Advisors' Privacy Policy at Account opening and will receive one annually hereafter or at any time upon request.

_____ The Client agrees to notify us promptly if their email address changes.

_____ The Client acknowledges that Spark Advisors has their express permission for delivery of all documents relating to their Account electronically. This includes Spark Advisors' Privacy Policy and ADV Part 2A Brochure and Part 2B Brochure Supplement.

THE CLIENT WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS ADVISORY AGREEMENT BEFORE CLICKING ON THE "SUBMIT APPLICATION" BUTTON OR ENTERING AN ELECTRONIC SIGNATURE. IF CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT CLIENT WILL ADDRESS THEM WITH SPARK ADVISORS BEFORE AGREEING TO IT. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" 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 WEBSITE FOR UPDATES TO THIS AGREEMENT.

This Agreement shall be binding once all parties involved have electronically signed and date stamped this Agreement.