TRADESPRO LLC | A Trading & Investments Firm
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CRD#336150

CLIENT ADVISORY AGREEMENT

Release Date: October 24th, 2025
Firm Registration Date: July 29th, 2025

This Investment Advisory Agreement ("Agreement") is made and entered into by and between TRADESPRO LLC, a Texas-registered investment adviser with its principal place of business at 3939 Belt Line Rd, Suite 575 A, Addison, TX 75001 ("Adviser"), and Click or tap here to enter text. (“Client”), residing at Click or tap here to enter text.("Client Address"). Adviser and Client may collectively be referred to as the "Parties."

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1. Scope of Services

The scope of services provided by Adviser is consistent with the firm’s Form ADV Part 2A and includes financial planning, portfolio management (Core and Tactical), research publications, and educational services.

1) **Financial Planning Services -** Initial Consultation and Onboarding, Comprehensive Financial Review, Trade structuring and Strategy Development, Advanced Financial Forecasting and Modeling
2) **Portfolio Management Services -** Core and Tactical (being of either discretionary and non-discretionary nature)
3) **Publications and Subscriptions -** Subscriptions to regularly produced trading and market newsletters with research and commentary
4) **Educational Services, Seminars, and Workshop -** Client Instructional Education & Coaching, Live Instructional Events (*Seminars, Workshop, and Speaking*), and Cryptoasset Education Services

These categories are incorporated by reference into the Client Advisory Agreement and represent the scope of services available through TRADESPRO LLC.

In practice, services delivered under these categories may include:

- Detailed trade structuring based on technical indicators, volatility analysis, and timing windows
- Customized execution of high-conviction setups and discretionary position rotation
- Multi-timeframe chart analysis and scenario modeling (e.g., breakout/reversal triggers)
- Tailored options strategy development including spreads, defined-risk trades, and event hedging
- Real-time feedback on portfolio positioning based on sentiment, flows, and market regime
- Forecast modeling incorporating macro overlays, liquidity stress signals, and tactical rebalancing
- Advanced RSI, moving average, and trend-following algorithm interpretation
- Visual dashboards and trade alerts delivered via platform or subscription
- One-on-one coaching for technical traders focused on execution, mindset, and system discipline
- Review of personal accounts to identify structural gaps in risk control or trade planning
- Mentorship on strategy evolution, system integration, or statistical model tuning

Adviser shall act with full **discretionary authority** to manage and execute trades in Client accounts without prior Client approval for each individual transaction, unless otherwise specified in writing. Notwithstanding such authority, Adviser’s standard approach is collaborative and consultative, and it will strive to inform the Client of material investment decisions and rationale when appropriate.

Client agrees to provide Adviser with accurate and complete information regarding financial circumstances, objectives, investment restrictions, tax status, and other relevant data and agrees to promptly notify Adviser of any changes to this information. Adviser is not responsible for outcomes based on inaccurate, incomplete, or outdated information provided by the Client.

Client acknowledges that the scope of services may be tailored through written agreement and may evolve over time based on the Client's changing goals, financial status, or legal circumstances. Adviser reserves the right to expand or limit the services provided to a Client with reasonable notice, in accordance with regulatory obligations and operational considerations.

2. Custody and Brokerage

Client assets will be held by a qualified third-party custodian selected by the Client. Adviser does not maintain physical custody of Client assets or securities and shall not be responsible for any acts, errors, or omissions by the custodian. However, if the Client elects to authorize the deduction of advisory fees from a custodial account, Adviser may be deemed to have custody under applicable regulatory definitions. This classification is limited solely to fee deduction and does not extend to broader control or possession of Client funds.

All movement of funds, including the payment of advisory fees, is carried out exclusively by the custodian. Adviser may submit a fee instruction based on the Client's written authorization and in accordance with the custodial agreement, but Adviser has no independent authority to withdraw or transfer Client assets. Fee deductions must comply with all applicable regulatory safeguards, including clear fee disclosure and direct custodial reporting to the Client.

Adviser may execute trades in Client accounts pursuant to discretionary or limited trading authority as granted in writing by the Client. This authority does not include the ability to transfer, disburse, or reallocate funds outside of the account.

Client is responsible for entering into a separate agreement with the custodian for account services. Adviser is not liable for delays, service failures, or errors caused by the custodian or any third-party platform.

Adviser may recommend custodians and broker-dealers to facilitate the execution of transactions and the safekeeping of assets. In making such recommendations, Adviser considers factors including execution quality, clearing and settlement capabilities, platform functionality, technology integrations, reporting quality, cost structure, and overall client experience.

Adviser receives no compensation, commissions, referral fees, or revenue-sharing arrangements from any custodian, broker-dealer, or third-party financial institution for making such recommendations. Adviser does not participate in any "soft dollar" arrangements. Any relationships maintained with custodians or service providers are based solely on the merit of services provided to the Client.

While Adviser will act in good faith to seek best execution of trades, the Client acknowledges that best execution does not necessarily mean the lowest available commission. Adviser cannot guarantee the quality of execution by any recommended or selected custodian or broker.

If the Client authorizes fee deduction and there is insufficient cash in the account to cover the advisory fee, the custodian may, in accordance with its internal policies, liquidate securities to satisfy the instruction. Adviser is not responsible for the timing or method of fee processing performed by the custodian.

Client understands that custodians may charge transaction fees, account maintenance fees, and other administrative charges independently of the Adviser's fees. These costs are borne by the Client and are disclosed by the custodian pursuant to their own fee schedules.

3. Fees, Fee Structure, Compensation, and Refunds

Clients may engage Adviser for advisory services under a range of fee structures depending on the selected service type. All fees are outlined below and further detailed in the Client's signed service agreement or Statement of Work. For formal definitions and regulatory disclosures, Clients should also refer to Form ADV Part 2A—specifically Item 4 for service descriptions and Item 5 for fee structures.

A. Financial Planning and Consultation Services

- *Initial Consultation*:
  Flat fee of $250 for first-time engagements, billed prior to the session.
- *Onboarding Package*:
  $250 plus $125 per account for intake, profile creation, and transition setup, billed prior to onboarding activities.
- *Hourly Consulting*:
  $250 per hour, billed in 15-minute increments after services are performed (in arrears). Fees apply only to actual time worked.
- *Project-Based Services*:
  Defined through a formal Statement of Work (SOW), which outlines project objectives, scope, estimated hours, deliverables, and expected timelines. Each phase of a project is generally scoped for a minimum of 3 hours and a maximum of 100 hours, with an expected delivery window of 120 days to maintain compliance and operational safeguards. Fees are typically billed in two installments: 50% deposit at the start of the engagement and 50% upon completion of the phase or project.

B. Portfolio Management Services

- *Assets Under Management (AUM) Fees*:
  Fees are billed quarterly in arrears based on the ending market value of managed assets as of the last business day of the quarter. The standard fee schedule is tiered, negotiated individually, and documented in the advisory agreement or is subsequent documents (Exhibit A or Addendum). AUM fees are automatically deducted if authorized, or invoiced directly.

AUM Range	Annual Fee
$0 – $250,000	1.50%
$250,001 – $1,000,000	1.25%
$1,000,001 – $3,000,000	1.00%
$3,000,001 and above	0.75%

- *Performance-Based Fees*:
  Offered only to Qualified Clients per Rule 205-3 of the Advisers Act. These fees are billed quarterly based on 15% of net capital appreciation above a high-water mark. Details are governed by the *Performance Fee Addendum*.

C. Subscriptions and Research Publications

- Clients may subscribe to either a "Basic Tier" or "Advanced Tire" for trade commentary, signals, and research newsletters at flat monthly rates.
  - Basic Tier: $50/month
  - Advanced Tier: $100/month
    Fees are billed monthly in advance at the start of each billing period. Subscriptions operate under a digital delivery model where all content for the billing period is made available immediately upon payment.

D. Educational Services and Seminars

- *One-on-One or Small-Group Instructional Sessions*:
  $250 per hour, billed in advance, with a maximum of $1,000 per session.
- *Seminars and Speaking Engagements*:
  $2,000 per day plus reasonable travel expenses, not to exceed $10,000 per engagement.
- All educational service fees are prepaid prior to delivery.

E. Refund Policy Summary

All refunds for prepaid services are calculated under the Global Refund Policy described in Form ADV Part 2A, Item 5.D. The following summarizes how that policy applies to specific services:

- *Project-Based Financial Planning*:
  Any prepaid amounts for project-based services are subject to the Global Refund Policy (Item 5.D). No mandatory non-refundable fees or cancellation windows apply.
- *Education & Instructional Services*:
  Any unused prepaid time will be refunded in 15-minute increments, subject to the Global Refund Policy.
- *Seminars & Speaking Engagements*:
  Any prepaid amounts for these services are subject to the Global Refund Policy.
- *Subscription Services*:
  Subscription fees are billed in advance and are fully earned once access is granted for the current billing period, consistent with SaaS delivery models. Cancellation stops future billing.
- *AUM and Performance Fees*:
  Billed quarterly in arrears. No prepayment is collected, and no refund is necessary upon termination.
- *Refund Timing*:
  Approved refunds are processed to the original payment method within 30 calendar days of written termination notice or cancellation request.

For additional definitions, service descriptions, and fee disclosures, Clients should refer to Form ADV Part 2A. Specifically, Item 4 outlines the categories of advisory services offered, and Item 5 describes the firm's compensation structure and billing practices.

4. Conflicts of Interest

Adviser is committed to maintaining the highest ethical standards and upholding its fiduciary duty to place the interests of the Client above its own. Adviser does not receive commissions, referral fees, revenue-sharing arrangements, or third-party compensation in connection with its investment recommendations. Adviser's compensation is derived solely from fees paid by Clients as outlined in this Agreement.

Adviser may recommend custodians, brokers, or third-party service providers based on factors such as execution quality, technological capabilities, cost, and client service. While Adviser may have professional relationships with such providers, it receives no compensation or economic benefit from such referrals. Clients are under no obligation to use any recommended service provider.

Adviser will fully and promptly disclose any potential or actual conflicts of interest that may arise in the course of providing advisory services. If a conflict is material and cannot be reasonably avoided, Adviser will obtain informed written consent from the Client before proceeding.

Adviser and its personnel may hold or transact in the same securities recommended to Clients, provided such activities do not conflict with Client interests. All such activities are governed by the firm's Code of Ethics, which includes policies on personal trading, pre-clearance, and prohibited conduct.

The Client acknowledges that Adviser may manage other client accounts with similar investment objectives, and may give advice or take actions for other clients that differ from those taken with respect to the Client's account. Adviser endeavors to allocate investment opportunities fairly and equitably over time to avoid favoring one client over another.

5. No Guarantee of Performance

Client understands and acknowledges that investing in securities involves inherent risks, including, but not limited to, the potential loss of principal. Market conditions, economic factors, and political developments may cause investments to fluctuate in value, sometimes significantly and rapidly.

Adviser makes no guarantees or representations regarding the future performance or profitability of any investment recommendation, model portfolio, strategy, or market outlook provided. Past performance is not indicative of future returns and should not be relied upon as a guarantee of success.

Client agrees that Adviser shall not be held liable for any losses incurred as a result of following recommendations, engaging in any investment strategy, or due to the performance of securities, markets, or third-party service providers. Adviser does not warrant that investment goals or objectives will be achieved and assumes no responsibility for forecasting market movements or economic events.

Client also acknowledges that Adviser does not provide legal, accounting, or tax advice. Clients are encouraged to seek independent counsel from appropriately licensed professionals on such matters.

6. Term and Termination

This Agreement shall remain in effect until terminated by either party. Termination may be initiated by either Client or Adviser by providing written notice. Unless otherwise specified in the Client's Statement of Work, termination will take effect within thirty (30) days of the notice date. Notice may be delivered in person, by mail, or electronically (including email), provided that confirmation of receipt is obtained.

Upon termination, Adviser shall cease all investment advisory services and provide a final invoice for any earned but unpaid fees. Any unearned fees already paid in advance shall be refunded in accordance with the refund policy described in Section 3.

Client understands that certain administrative or regulatory activities may continue beyond the termination date, such as final reporting, data archiving, or coordination with custodians. Adviser will provide reasonable assistance during this wind-down period.

Termination of this Agreement does not relieve either party of obligations incurred prior to the termination date, including any remaining fees owed for services rendered.

7. ERISA Fiduciary Acknowledgment

Adviser acknowledges that, for retirement accounts governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), it may act as a fiduciary as defined under Section 3(21) of ERISA when providing investment advice for a fee. In such capacity, Adviser shall act in accordance with the fiduciary duties of loyalty and prudence, and in the best interests of the retirement plan and its participants, as well as the requirements of Internal Revenue Code Section 4975, where applicable.

Adviser's role under ERISA is limited to providing non-discretionary or discretionary investment advice, as specified in writing with the Client. Adviser does not act as a plan administrator, trustee, or custodian, nor does it assume responsibility for the ongoing operational management or compliance administration of the retirement plan.

Client agrees to provide complete and accurate information regarding the nature of any retirement accounts subject to ERISA. Adviser shall not be held liable for any breach of fiduciary duty or compliance failure arising from incomplete or inaccurate information supplied by the Client, or from actions taken by other parties not under the Adviser's control.

Adviser does not provide legal, actuarial, or tax compliance services for retirement plans, and Clients are advised to consult with appropriately qualified professionals for such matters. Adviser will cooperate with third-party service providers as needed to support plan operations and implementation of investment strategies.

8. Confidentiality

Adviser is committed to safeguarding the confidentiality and security of all non-public personal and financial information obtained from the Client in the course of providing investment advisory services. Adviser collects, uses, and maintains such information in accordance with its written Privacy Policy, which is provided to the Client at the inception of this Agreement and annually thereafter.

Adviser will not disclose any non-public personal information about the Client to any third party except as permitted or required by law, or as necessary to provide the services described in this Agreement. Permissible disclosures may include sharing information with custodians, broker-dealers, legal or accounting professionals, or other service providers engaged to support the Client's financial goals, provided those parties agree to maintain confidentiality.

Adviser maintains physical, electronic, and procedural safeguards to protect Client data and prevent unauthorized access or disclosure. In the event of a suspected data breach, Adviser will promptly notify affected Clients in accordance with applicable regulatory requirements.

Client acknowledges that Adviser may be legally compelled to disclose certain information to regulatory authorities, law enforcement agencies, or in response to a court order or subpoena. Adviser will only disclose such information to the extent required and, when permitted, will notify the Client of such disclosures.

The obligations set forth in this section shall survive the termination of this Agreement. Adviser shall maintain ongoing efforts to monitor, update, and enhance its cybersecurity infrastructure in accordance with industry best practices and applicable state and federal data protection laws, including the Safeguards Rule under the Gramm-Leach-Bliley Act (GLBA).

Adviser implements administrative, technical, and physical security measures reasonably designed to:

- Protect against anticipated threats or hazards to the security or integrity of client records
- Prevent unauthorized access to client information
- Ensure secure data transmission and storage through encryption, access controls, and intrusion detection systems

Clients are encouraged to maintain cybersecurity hygiene on their end, such as using strong passwords and securing access to their accounts and devices. Adviser is not responsible for security breaches resulting from a Client's failure to implement reasonable security practices.

Adviser's written Information Security and Cybersecurity Policy further outlines its internal procedures, risk assessments, and incident response protocols. This policy is reviewed and updated periodically and is available upon request.

9. Governing Law & Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

Any dispute, controversy, or claim arising out of or relating to this Agreement, the services provided by Adviser, or the relationship between the Parties shall be resolved exclusively through **binding arbitration** conducted in accordance with the rules of the **American Arbitration Association (AAA)**. The arbitration shall be held in **Dallas, Texas**, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

The Parties agree to waive their rights to a jury trial or to participate in a class action or class-wide arbitration. Each party shall bear its own legal fees and costs associated with the arbitration unless otherwise determined by the arbitrator based on applicable law.

Notwithstanding the foregoing, Adviser retains the right to seek injunctive relief or equitable remedies in a court of competent jurisdiction when necessary to protect its confidential information, intellectual property, or to enforce non-solicitation, non-disclosure, or other protective covenants.

This section shall survive the termination of this Agreement.

10. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties.

No waiver, modification, or amendment of any provision of this Agreement shall be effective unless made in writing and signed by both Parties. A waiver of any breach or default shall not be deemed a waiver of any subsequent breach or default.

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. The section headings used in this Agreement are for convenience only and shall not affect the interpretation of any provision.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding for all purposes.

This Agreement may be supplemented by written addenda, including but not limited to the Performance-Based Fee Addendum, which shall be incorporated herein by reference if executed.

11. Acknowledgment of Disclosures

Client acknowledges receipt of TRADESPRO LLC's Form ADV Part 2A, Form ADV Part 2B (Brochure Supplement), and Privacy Policy. If the ADV Brochure was not delivered to the Client at least 48 hours prior to the execution of this Agreement, the Client shall have the right to terminate this Agreement, without penalty, within five (5) business days of its execution by providing written notice to Adviser. More specifically, in accordance with *Rule §116.12*:

(a) - *"Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure 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."*

(b) *If the client terminates the contract within this five (5) business day period, the Adviser shall not impose any fees of any kind. This includes, but is not limited to, administrative fees, onboarding charges, hourly consulting, project-based fees, subscription payments, or any minimum billing amounts. No advisory fees will be charged or retained for any services performed during this rescission period.*

(c) *No assignment of this contract may be made by the investment adviser without the prior written consent of the client.*

12. Client Communications & Electronic Delivery

Client agrees that all communications from Adviser, including account documents, performance reports, invoices, regulatory disclosures (such as Form ADV updates), and other notices, may be delivered electronically via email or through a secure online portal. Client acknowledges that electronic delivery satisfies any legal requirement for delivery in writing.

Client is responsible for maintaining a valid and functional email address and for promptly notifying Adviser of any changes to contact information. Adviser shall not be liable for delays or failures in delivery resulting from outdated or inaccurate contact information provided by the Client or from interruptions in internet access or third-party systems.

Client may request a paper copy of any electronically delivered document by contacting Adviser in writing. Adviser reserves the right to charge a reasonable fee for the printing and mailing of paper copies in excess of standard regulatory disclosures.

13. Death, Incapacity, or Legal Incompetence

In the event of the Client's death, incapacity, or legal incompetence, Adviser shall take reasonable steps to cease trading in the Client's account(s) upon notification. Adviser will not be held liable for actions taken prior to receiving official documentation, including but not limited to a death certificate, letters of administration, or durable power of attorney.

Upon proper notification and documentation, Adviser will coordinate with the Client's authorized representative, executor, or legal guardian to transition account control or wind down services. Adviser may require additional legal documentation to validate authority before disclosing confidential information or executing instructions.

14. Assignment & Successors

Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except that Adviser may assign this Agreement to a successor entity in the event of a merger, acquisition, corporate restructuring, or sale of substantially all of its assets, provided that the successor agrees in writing to be bound by the terms of this Agreement. **No assignment of this contract may be made by the investment adviser without the prior written consent of the client.** This Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and permitted assigns.

15. Force Majeure

Adviser shall not be liable for any delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, cyberattacks, pandemics, civil unrest, labor disputes, disruptions in communications or transportation systems, or failures of custodians, exchanges, or market infrastructure.

In the event of such force majeure, Adviser shall make reasonable efforts to resume performance as soon as practicable and shall promptly notify affected Clients of any expected delays or limitations on services.

16. Addenda

This Agreement is subject to any addenda attached hereto, including but not limited to the Performance-Based Fee Addendum, if executed.

IN WITNESS WHEREOF, the Parties have executed this Agreement. Signatures may be executed electronically, and such electronic signatures shall be deemed to have the same legal effect as original signatures.

Client Signature: _____

Client Name: Click or tap here to enter text.

Date: Click or tap here to enter text.

Adviser Signature: _____

Name: Robert Hudak, Principal, TRADESPRO LLC

Date: _____