

> **JOINT MODEL PORTFOLIOS ADVISORY AGREEMENT**

This Model Portfolios Advisory Agreement (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Pinvest LLC, a Florida limited liability company registered as an investment adviser with the U.S. Securities and Exchange Commission, with its principal place of business at 396 Alhambra Circle, PH2, Coral Gables, FL 33134 (hereinafter referred to as the "Advisor"), and the undersigned parties;

\_\_\_\_\_  
and/or \_\_\_\_\_  
whose mailing address is/are (If different);

\_\_\_\_\_  
(Hereinafter referred to as the "Clients").

This Agreement governs the provision of discretionary investment advisory services through Pinvest's digital investment platform and replaces any prior discretionary advisory agreement executed for private wealth management services, solely with respect to assets enrolled in the model portfolios program.

**1. SERVICES**

ETF-Only Investment Framework

All Model Portfolios offered through the Platform are constructed exclusively using exchange-traded funds (ETFs) listed on U.S. or non-U.S. regulated securities exchanges. The Adviser does not utilize individual equities, mutual funds, private funds, derivatives, digital assets, or alternative investments within Model Portfolios. Each ETF is selected to provide diversified exposure to a specific asset class, sector, geographic region, or investment factor.

**1.1 Platform-Based Advisory Services**

The Adviser provides ongoing, discretionary investment management services through an online investment platform (the "Platform"). All communications, onboarding, suitability assessments, disclosures, portfolio assignments, and reporting shall be conducted electronically through the Platform. The Clients acknowledge that no personalized, face-to-face, or direct advisory interaction with an investment adviser representative is provided.

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### **1.2 Investment Models**

The Adviser has developed a set of proprietary investment models (the "Model Portfolios"), each representing a distinct asset allocation strategy and risk profile. The Model Portfolios are constructed and maintained by the Adviser and may be adjusted from time to time at the Adviser's discretion.

### **1.3 Questionnaire and Model Assignment**

Upon enrollment, the Client 1 will complete an online questionnaire designed to assess investment objectives, financial circumstances, time horizon, and risk tolerance. Based on the Client's responses, the Platform will recommend an appropriate Model Portfolio.

The Client acknowledges and agrees that: The questionnaire relies on information provided by the Client and is not independently verified by the Adviser. The recommended Model Portfolio is based solely on the questionnaire responses.

### **1.4 Client Election of a More Conservative Model**

Notwithstanding the Platform's recommendation, the Client 1 may elect to invest in a Model Portfolio that is more conservative than the recommended model. The Client may not select a more aggressive model than the recommended model through the Platform.

Any such election shall be deemed an affirmative instruction by the Client, and the Adviser shall not be responsible for any opportunity cost, underperformance, or other consequences resulting from the Client's election of a more conservative Model Portfolio.

### **1.5 Discretionary Authority**

The Clients grant the Adviser discretionary authority to manage the Account assets allocated to the selected Model Portfolio, including the authority to: Purchase, sell, or exchange securities and other investment instruments; Rebalance the Account; Implement changes to the Model Portfolio.

The Adviser does not have authority to withdraw funds or securities from the Account except for the deduction of advisory fees as authorized herein.

## **2. CUSTODY OF ASSETS**

All Clients assets shall be held in an account maintained at Interactive Brokers LLC (the "Custodian"), an independent qualified custodian. The Adviser does not maintain custody of Clients assets. Once the clients are approved by the

Platform, an Interactive Brokers account will be assigned to the Clients. Through the Platform, the Clients will be able to retrieve account statements with all the relevant information including the account number.

The Clients authorize the Custodian to execute transactions and take instructions from the Adviser in accordance with this Agreement.

### 3. FEES AND EXPENSES

#### 3.1 Wrap Fee Program

The services provided under this Agreement are offered as part of a wrap fee program. The Clients shall pay a single asset-based advisory fee (the "Wrap Fee") that includes Portfolio management; Trading and execution costs charged by the Custodian.

The Wrap Fee does not include certain fees and expenses, including but not limited to: fund-level expenses, margin interest, wire fees, or extraordinary charges imposed by the Custodian.

Pinvest LLC does not charge an initial set-up fee.

**The Wrap Fee for the Discretionary Model Portfolio Account will be \_\_\_\_\_%. Client 1 Initials: \_\_\_\_\_  
Client 2 Initials: \_\_\_\_\_**

#### 3.2 Fee Schedule

The applicable Wrap Fee and billing methodology are described in the Adviser's Wrap Fee Program Brochure (Form ADV Part 2A Appendix 1), as provided to the Clients and incorporated herein by reference.

#### 3.3 Fee Deduction

The Clients authorize the Adviser to deduct advisory fees directly from the Account in accordance with the disclosed billing schedule.

### 4. CLIENT RESPONSIBILITIES

The Clients agree to: Provide accurate and complete information through the Platform; promptly update information

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when circumstances change; review all electronic disclosures, confirmations, and statements; monitor the account and notify the Adviser of any discrepancies.

The Adviser shall not be responsible for losses resulting from inaccurate or incomplete information provided by the Clients.

## **5. RISK DISCLOSURES**

The Clients acknowledge that: All investing involves risk, including the possible loss of principal; Model Portfolios are not guaranteed and may underperform benchmarks or other investment strategies; Asset allocations and rebalancing may result in taxable events.

Additional risk disclosures are set forth in the Adviser's Form ADV Part 2A and Wrap Fee Program Brochure, each incorporated by reference.

## **6. ELECTRONIC DELIVERY AND CONSENT**

The Clients consent to the electronic delivery of this Agreement, Form ADV brochures, disclosures, notices, and all other communications through the Platform or via electronic means.

## **7. TERM AND TERMINATION**

This Agreement shall commence upon acceptance by the Adviser and shall continue until terminated by either party.

Either party may terminate this Agreement at any time upon written or electronic notice through the Platform. Upon termination, advisory fees shall be prorated through the effective termination date.

Pinvest LLC does not charge any termination fees.

## **8. LIMITATION OF LIABILITY**

The Adviser shall not be liable for any loss except to the extent it results from gross negligence, willful misconduct, or a breach of fiduciary duty under applicable law.

## **9. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles.

## 10. ARBITRATION

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to the Advisor's services under this Agreement both the Advisor and the clients' agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. The Advisor and the clients' understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both the Advisor and the clients' are waiving their respective rights to seek remedies in court, including the right to a jury trial. The clients' acknowledge that they have had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. The clients' acknowledge and agree that in the specific event of non-payment of any portion of Advisor's fee pursuant to this Agreement, the Advisor, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorney fees and other costs of collection.

***NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE AGREEMENT TO ARBITRATE CONTAINED IN THIS SECTION SHALL NOT CONSTITUTE A WAIVER OF CLIENTS' RIGHTS UNDER STATE OR FEDERAL SECURITIES LAWS.***

## 11. SEVERABILITY

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

## 12. ENTIRE AGREEMENT

This Agreement, together with the Adviser's Form ADV Part 2A, Wrap Fee Program Brochure, and any Platform disclosures, constitutes the entire agreement between the parties with respect to the Model Portfolios advisory services.

## 13. AMENDMENTS

The Advisor may amend this Agreement upon written notification to the Clients. Unless the Clients notify the Advisor to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

**CLIENT ACKNOWLEDGMENT**

By electronically accepting this Agreement, the Clients acknowledge receipt of: **Form ADV Part 2A; Wrap Fee Program Brochure (Appendix 1); All related disclosures.**

**PRIVACY NOTICE.** The Clients acknowledge prior receipt of The Advisor's Privacy Notice.

WITNESS WHEREOF, the Clients and the Advisor have each executed this Agreement on the day, month and year first above written.

**For the Client 1**

**For the Client 2**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**For the Advisor**



\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_