

## Investment Advisory Agreement

This Investment Advisory Agreement (the "Agreement") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between:

Client: \_\_\_\_\_

Advisor: \_\_\_\_\_

### 1. Appointment of Advisor

The Client hereby appoints the Advisor as their investment advisor, and the Advisor accepts such appointment, to provide investment advisory services with respect to the assets that the Client designates to be managed under this Agreement (the "Account").

### 2. Scope of Services

The Advisor shall provide the following services:

- Developing and implementing an investment strategy in line with the Client's objectives, risk tolerance, and investment preferences.
- Monitoring and adjusting the portfolio as necessary based on market conditions, changes in the Client's situation, and investment performance.
- Providing regular reports detailing the portfolio's performance, asset allocation, and transactions.
- Offering consultation to the Client regarding financial and investment decisions, as needed.

**Non-Independent Advice:** The Client acknowledges that the advice provided under this Agreement is **non-independent**. This means that the Advisor may recommend products or services where there is a connection with third parties or tied agents, and the Advisor may have a financial interest in these recommendations. Such interests will be disclosed where applicable.

**Non-Discretionary Portfolio Management:** The services provided are **non-discretionary**. The Advisor will offer advice and recommendations, but the Client retains full control and final authority over all decisions regarding the investments in the Account. No transactions will be made in the Account without the Client's explicit approval.

### 3. Investment Objectives and Restrictions

The Client's investment objectives are outlined as follows:

Regulated EU investment services are offered by J. Knobel Investor Services Limited, a tied agent of Mega Equity Securities and Financial Services Public Limited, regulated by CySEC (License No. 011/03).

- **Primary** **Objective:**

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- **Risk** **Tolerance:**

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- **Time** **Horizon:**

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The Client agrees to promptly notify the Advisor of any significant changes in financial situation, investment objectives, or risk tolerance that may affect the management of the Account.

The Client may impose investment restrictions on the Account by notifying the Advisor in writing. These restrictions are as follows: (if any)

### 4. Fees and Compensation

The Client agrees to pay the Advisor for services rendered under this Agreement as follows:

- **Advisory Fee:** An annual fee of \_\_\_\_\_% of the assets under management, calculated and payable [monthly/quarterly] in arrears.
- **Additional Fees and Expenses:** Additional fees may apply, including but not limited to transaction fees, custodian fees, and fund expenses incurred within the portfolio.

The Client authorizes the Advisor to deduct the Advisory Fee directly from the Account.

### 5. Responsibilities of the Advisor

The Advisor shall act as a fiduciary for the Client, placing the Client's interests above its own and ensuring that the investments selected are suitable and aligned with the Client's objectives.

The Advisor shall:

- Execute trades and transactions for the Account in a timely and efficient manner, subject to the Client's approval.
- Maintain confidentiality regarding all financial and personal information provided by the Client, except as required by law or to execute necessary investment strategies.

### 6. Responsibilities of the Client

The Client agrees to:

- Provide accurate and complete information regarding financial status, investment objectives, and risk tolerance.
- Inform the Advisor of any significant changes in personal or financial circumstances that may affect the investment strategy.
- Review the reports and communications provided by the Advisor and promptly address any questions or concerns.

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## 7. Risk Disclosure

The Client understands that investing in financial markets involves risk, including the potential loss of capital. There is no guarantee that the Advisor's strategy will meet the Client's objectives or provide a return on investment.

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## 8. Termination of Agreement

Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. Upon termination, the Advisor will cease providing investment advisory services but will assist in transitioning the Client's account.

Any unpaid fees for services rendered up to the termination date will be due and payable at the time of termination.

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## 9. Legal and Regulatory Compliance

The Advisor shall comply with all applicable laws, regulations, and professional standards, including registration with the appropriate regulatory bodies. The Client acknowledges that the Advisor is not a tax advisor or attorney and does not provide tax or legal advice.

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## 10. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party.

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## 11. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Cyprus.

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## 12. Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the advisory services to be provided and supersedes any prior agreements, whether written or oral.

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## 13. Amendments

This Agreement may be amended or modified only in writing and signed by both the Client and the Advisor.

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## 14. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## 15. Acknowledgement

By signing this Agreement, the Client acknowledges that they have read and understood the terms and conditions set forth above, including the fact that the advice provided is **non-independent** and the service is offered as **non-discretionary portfolio management**. The Client further acknowledges that they have had the opportunity to ask questions and seek independent advice before entering into this Agreement.

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**Client:**

Signature: \_\_\_\_\_

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

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

**Advisor:**

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## Contact

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