

**POWER3X.COM LLC ASSET MANAGEMENT & INVESTMENT  
ADVISER FIRM**

**INVESTMENT ADVISORY AGREEMENT**

This Investment Advisory Agreement sets forth the terms upon which Client engages Power3x.com LLC as a financial and investment advisor.

**Agreement**

The undersigned (“Client”) hereby engages Power3x.com LLC (hereafter “P3X”), subject to P3X’s acceptance, to provide investment advisory services with respect of the Client’s assets described in Exhibit A as such may presently exist or as such may be changed during the term of this Agreement (“Client Account”). The investment advisory services shall consist of and be rendered pursuant to the following terms and conditions.

**Advisory Services**

P3X shall review and analyze the Client Account and Client’s current financial situation based upon information provided by Client. P3X will look to the Client for clear guidance regarding the investment objectives for the Client Account and for an understanding of the relationship of the Client Account to the Client’s general financial situation. P3X shall make recommendations to Client with respect of the Client Account on an ongoing basis with respect to the amount of capital to be invested by Client in various financial assets, including but not limited to mutual funds, individual securities, certificates of deposit, ETF’s, options, cash or cash equivalents. Client will receive a semi-annual summary of the account from P3X. Client acknowledges that P3X provides services of the type contemplated herein for other clients and may give to other clients advice of the same or similar nature as that given to Client. It also is understood and agreed that P3X may give advice and recommend action to other clients that may differ from advice given to Client with respect to nature and/or timing of action.

**Information and Privacy**

Client recognizes that the work of P3X on Client’s behalf depends upon the information which P3X has concerning Client’s situation.

Client agrees to furnish all current information, regarding Client’s current and future financial condition as well as Client’s financial goals, required by P3X to perform the services described herein. All analyses and recommendations will be based on the information submitted. P3X shall not be required to verify any information obtained from Client or from Client’s other advisors (e.g., accountant, attorney).

P3X is expressly authorized to rely on such information. Client agrees to inform P3X on a timely basis of any changes in Client’s financial condition.

When this Agreement terminates, your papers and documents will be returned upon your request. Copies of documents, papers and other information may be retained by us in your file for compliance purposes. All information will be held confidential and not disclosed to third parties, except as agreed upon in writing or required by law.

### **Transaction Authority**

Client will have no obligation to accept any recommendation made by P3X. Client shall retain sole control and authority over the Client Account and shall be entitled to determine, in Client's sole discretion, whether to accept, reject or implement any recommendation made by P3X. Client understands, however, that P3X's recommendations are integrated and interdependent; that implementing a recommendation in isolation may not meet with Client's objectives; and that Client should discuss with P3X any such action before proceeding.

Subject to Client's prior written approval and direction, P3X, as Client's agent and attorney-in-fact with respect to the Client Account, may buy, sell, exchange, convert and otherwise trade in any financial asset subject to this Agreement. Client agrees to execute such documents and certificates as may reasonably be required to confirm the grant of the foregoing limited power of attorney. P3X may not withdraw any assets or funds from the Client Account for its own account.

### **Implementation**

If Client decides to implement the recommendations of P3X, the securities transactions will be affected through Interactive Brokers, a third-party platform. There will be a separate agreement between the Client and Interactive Brokers. All cash and securities will be maintained in the possession and custody of Interactive Brokers.

### **Compensation**

Client agrees to pay P3X for its services under this Agreement in the manner and pursuant to the Schedule of Fees as set forth in Exhibit B attached hereto and incorporated herein by reference. The Schedule of Fees may be amended from time-to-time by P3X upon sixty (60) days' written notice to Client.

POWER3X.COM LLC typically does not charge a performance based fee to clients. POWER3X.COM LLC might charge performance based fees. The performance based fee starts at 20% of the profit achieved during the immediate past quarter. It can be negotiated down between the firm and the client. It will be revised annually. It will be calculated and invoiced to clients through Interactive Brokers, the third-party platform custodian company.

POWER3X.COM LLC charges performance based fees in certain situations to retail clients and even then the offering must be limited to "Qualified Clients" who meet one of three financial tests... either: a) \$1M of assets under management with the RIA charging a performance fee; b) a \$2.1M net worth (and thus are presumed to be financially experienced and "sophisticated" enough to understand the risks inherent in performance fees); or c) be an executive officer,

director, trustee, or general partner of the RIA, or an employee who participates in the investment activities of the investment adviser.

POWER3X.COM LLC will disclose performance based fees to "Qualified Clients" in the Firm's brochure along with a definition of what a qualified client is.

POWER3X.COM LLC does not manage private investment funds.

POWER3X.COM LLC performance fees are intended to comply with the requirements of POWER3X.COM LLC 's investment advisory agreements policy and Rule 205-3 under the Investment Advisers Act of 1940.

When POWER3X.COM LLC charges a performance fee, POWER3X.COM LLC has an incentive to maximize gains in that account (and, therefore, maximize its performance fee) by making investments for that account that are riskier or more speculative than would be the case in the absence of a performance fee. POWER3X.COM LLC also has an incentive to favor accounts for which it charges a performance fee over other types of client accounts, by allocating more profitable investments to performance fee accounts or by devoting more resources toward the management of those accounts. POWER3X.COM LLC seeks to mitigate the conflicts that may arise from managing accounts that pay a performance fee by monitoring and enforcing its policies and procedures, including those related to investment allocations.

### **Liability and Sources of Information**

Client acknowledges that P3X obtains information from a wide variety of publicly available sources. The recommendations made by P3X will be based upon the professional judgment of P3X and its associated persons and neither P3X nor its associated persons guarantee the results of any recommendation or any level of return. P3X shall not be liable and shall be indemnified and held harmless by Client for any act or failure to act except for negligence, willful misconduct or bad faith. P3X also shall not be liable to and shall be indemnified and held harmless by Client from any act or failure to act by any agent acting in Client's behalf, any broker/dealer (whether chosen or not chosen by P3X), or custodian of securities held for Client's account.

P3X assumes no responsibility under this agreement other than to use its best efforts to render the services called for hereunder in good faith. Nothing in this Agreement, or in the disclosure statement referred to below, shall limit or restrict P3X, its principals', employees' or associated persons' right to engage in any business or render services of any kind, similar or otherwise to any trust, corporation, individual, association or other entity.

This is not to be deemed a waiver by Client of compliance by P3X with any applicable federal or state securities law or rule, regulation, or order thereunder, or of any rights Client may have under such act, statute, rule, regulation or order.

### **Legal & Tax Advice**

Client expressly understands and agrees that P3X is not qualified to render any legal advice or to prepare any legal documents and that this Investment Advisory Agreement does not provide for

such services. Similarly, Client agrees to rely on Client's tax attorney or accountant for tax advice or tax preparation.

### **Potential Conflicts of Interest**

P3X and/or its associated persons may have an investment position in securities which are the subject of recommendations by P3X. Clients acknowledge this and authorize P3X to engage in such transactions.

### **Client Representations**

Client represents and confirms that the Agreement of P3X is authorized by the governing documents relating to the Client Account and that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a Corporation, trust, partnership or other entity, 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, and (ii) if so requested by P3X, Client will deliver to P3X such evidence of such authority as P3X may reasonably require, whether by way of certified resolution or otherwise.

### **Termination**

This Agreement may be terminated immediately at any time by either party giving to the other written notice of such termination. Notice shall be effective upon receipt or upon the date specified in the notice, if any, if such specified date is later than receipt; provided, however, that any transaction that was approved and directed by Client pursuant to the terms of this Agreement prior to termination and for which orders to execute have been placed prior to termination shall be completed unless the parties mutually agree otherwise. Client may terminate this Agreement without payment of any fee or penalty.

### **Assignment**

No assignment (as that term is defined in the Investment Advisors Act of 1940) of this Agreement or any rights hereunder may be made by Client or P3X without written consent of the other.

### **Multiple Clients**

If this Agreement is executed by more than one person, P3X may accept directions from either one or the other person in connection with the handling of the Client Account and termination of this Agreement, unless specifically set forth in other instructions attached to this Agreement signed by all of the Clients.

**Amendment**

This Agreement may only be amended by mutual written consent; provided, however, that P3X may unilaterally amend the Schedule of Fees attached hereto as Exhibit B incorporated herein by reference, effective upon sixty (60) days' written notice to Client of such amendment.

**Receipt of the Disclosure Statement**

P3X is a Nevada business registered as an Investment Advisor with the Securities and Exchange Commission and licensed by the Securities Division of the State of Nevada. Mostafa Sheta MD, LTD is the sole owner. In compliance with the Investment Advisors Act of 1940, Rule 204-3, P3X will provide herewith a copy of our latest Form ADV Part II ("Application for Registration as an Investment Advisor").

**Miscellaneous**

Advice given will be based on economic and tax factors and Client's personal circumstances at the time the services were rendered. Services similar to those described in this Agreement may be available from other sources at a lesser cost. The validity of this Agreement shall be governed by the laws of the State of Nevada. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, personal representative, successors in interest, successor in trust, and permitted assignees.

**Severability**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. If any provision of this agreement is unenforceable under the law prevailing on the date hereof but is enforceable under the law prevailing at a subsequent time, then such originally unenforceable provision shall be deemed to take effect at the time when it becomes enforceable. As used herein, the term "unenforceable" is used in its broadest and most comprehensive sense and includes the concepts of void and voidable.

**Entire Agreement**

This Agreement, including Exhibits A and B, embodies all understandings and Agreements between Client and P3X and the terms may not be amended except in writing with the consent of both parties. If this Letter correctly states the entire Agreement between us, please sign below and return one original copy to us.

**POWER3X.COM LLC**

By: \_\_\_\_\_  
Investment Advisor Representative      Date      Mostafa Sheta - Principal      Date

**AGREED AND ACCEPTED**

By signing below, Client acknowledges that Client has received P3X's Form ADV, that Client has received a copy of this Agreement, and that Client understands, accepts and agrees to all the terms contained in this Agreement.

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First Client's name (please print)      Social Security Number      Signature      date

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Second Client's name (please print)      Social Security Number      Signature      date

Signed at \_\_\_\_\_



