



PROMOTER AGREEMENT

This PROMOTER AGREEMENT is made and entered into this day of _____, 20____ between Save Advisers, LLC a registered investment advisor (the “*Advisor*”), and _____ (the “*Promoter*”). *Advisor* is an investment advisor presently registered with the Securities and Exchange Commission.

1. Referral Services.

Advisor engages *Promoter* to market its advisory services and to solicit and refer prospective clients (“*Referred Clients*”) to *Advisor* for whom *Advisor*’s investment advisory services would be suitable, upon the terms and conditions of this Agreement.

- a. *Promoter* will not market or offer *Advisor*’s services in any jurisdiction unless and until notified that *Advisor* and *Promoter* are each legally authorized to do so under applicable federal and state securities laws.
- b. If *Promoter* is a corporate entity, then *Advisor* authorizes *Promoter* to perform its services under this Agreement through its agents. All covenants applicable to *Promoter* shall also apply to its agents. *Promoter* shall be responsible for its agent’s performance and conduct under this Agreement.
- c. *Promoter* is not authorized to provide investment advice on behalf of *Advisor* to *Referred Clients* or any other client of *Advisor* (collectively, “*Clients*”). *Promoter*
- d. *Promoter* shall inform each *Referred Client* that *Promoter* is an independent contractor engaged to perform the services described in this Agreement. *Promoter* shall not hold itself out to the public as an employee, officer, director, partner, or joint venturer of *Advisor*.
- e. *Promoter* is an independent contractor of *Advisor* and has no authority to bind *Advisor* in any way and will make only such representations to *Referred Clients* or other persons relating to *Advisor* or its advisory services which are:
 - i. expressly authorized by this Agreement;
 - ii. contained in Part 2 of *Advisor*’s Form ADV (“*Advisor*’s Disclosure Brochure”);
 - iii. contained in the *Advisor*’s client services agreement; and/or (iv) contained in advertising and sales literature provided by *Advisor* for *Promoter*’s use, as each may be amended from time to time.
- f. *Promoter* acknowledges that *Advisor* has no obligation to accept any *Referred Client* as a *Client* and may terminate its relationship with any *Referred Client* at any time, with or without cause, without any obligation of *Advisor* to *Promoter*. Similarly, any *Referred Client*



may terminate its relationship with Advisor at any time pursuant to the terms and conditions of the Referred Client's agreement with Advisor, with or without cause, without any obligation of Advisor to Promoter.

2. Referral Fees.

While this Agreement remains in effect:

- a. Promoter shall receive from Advisor compensation in the form of referral bonuses ("Referral Bonuses") in the amount set forth on Exhibit A attached hereto for the duration of the Advisor's relationship with the Referred Client, except as provided in Section 2(b) below.
- b. Notwithstanding anything to the contrary above, Referral Bonuses shall be payable to Promoter for each Referred Client only to the extent that the Promoter is lawfully able to receive such Referral Bonuses. Advisor shall have no further obligation under this Agreement if, at any time, Promoter is no longer lawfully able to receive Referral Bonuses, or Advisor terminates this Agreement for cause as a result of a breach by Promoter of any covenant, representation, or warranty under this Agreement, even if Advisor continues to provide investment management services to Client after such termination.
- d. It is understood and agreed that Promoter is retained only for the purposes and to the extent set forth in this Agreement, that the relationship of the Promoter to Advisor during the term of this Agreement shall be that of an independent contractor. Promoter shall be responsible for payment of all taxes however designated (including sales, use, excise, federal, FICA, Medicare, income, state, and privilege taxes), levied or based upon referral compensation outlined under this Agreement.

3. Initial Solicitations.

Promoter agrees that at its initial solicitation of a Referred Client it will supply the Referred Client with:

- c. A current copy of a "Promoter Disclosure Statement to Client", the current form of which is attached hereto as Exhibit B;
- d. Such other information or questionnaires as Advisor may provide or reasonably request from time to time.

4. Promoter's Obligations.

While this Agreement remains in effect:

- a. Promoter shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all applicable federal and state laws, rules, and regulations, including without limitation, the Investment Advisers Act of 1940 ("Advisors Act"), the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the



laws of each State having jurisdiction; all of the related rules, regulations, and court decisions; if applicable, the rules of the Financial Industry Regulatory Authority, Inc.; and all instructions, directions, and performance targets given to Promoter by Advisor; as each of these may be amended or supplemented from time to time (collectively, the “Applicable Requirements”).

- b. Promoter agrees that any violation of the Applicable Requirements, and/or any violation of the covenants, representations, warranties, and other terms contained in this Agreement may, at Advisor’s discretion, be grounds for immediate termination of this Agreement, provided, that Advisor shall have given Promoter notice and not less than two business days to cure the violation, if possible, whereupon if not cured then all Referral Fees and other claims whatsoever accruing under this Agreement shall be forfeited by Promoter, and Advisor shall have the other remedies provided under this Agreement and applicable law. Promoter shall immediately notify Advisor of any breach of this Agreement or the Advisers Act by Promoter or its agents.
- c. If Promoter is a corporate entity, it is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.
- d. Promoter shall supervise correspondence, advertising materials, promotional materials, and all other forms of communication with the public utilized by Promoter in the course of its performance under this Agreement. Promoter will not distribute or otherwise use any correspondence, advertising materials, promotional materials, or other information or documentation relating to Advisor or its services unless such materials have been given prior approval in writing by Advisor. Promoter shall provide all reasonably requested information to Advisor in order to allow Advisor to ensure Promoter’s compliance with the terms and conditions of this Agreement and the Advisers Act, as amended,
- e. Promoter shall promptly forward to Advisor any Referred Client’s complaint and any inquiry by any federal or state regulatory agency.
- f. Promoter shall cooperate with Advisor in the investigation and defense of any complaint, inquiry, arbitration, litigation, or other proceeding involving a Referred Client.

5. Advisor’s Obligations.

While this Agreement remains in effect:

- a. Advisor shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all Applicable Requirements.
- b. Advisor is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.

6. Advisor’s Representations and Warranties.

Advisor represents and warrants to, and for the benefit of, Promoter that:



- a. Advisor is duly registered with the Securities and Exchange Commission.
 - b. Advisor is, has been, and will use its best efforts to remain in compliance with all Applicable Requirements while this Agreement remains in effect.
7. Promoter's Representations and Warranties.
Promoter hereby represents and warrants to, and for the benefit of, Advisor that:
- a. Neither Promoter nor any "supervised person" (as defined under the Advisors Act) of Promoter who will perform services under this Agreement is a person:
 - i. Subject to an SEC order issued under Section 203(f) of the Advisors Act;
 - ii. Convicted within the previous ten years of any felony or misdemeanor involving conduct described in Section 203(e) (2)(A)-(D) of the Advisors Act;
 - iii. Who has been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in Section 203(e) of the Advisors Act; and/or
 - iv. Subject to any order, judgment, or decree described in Section 203(e)(3) of the Advisors Act.
 - b. Promoter shall notify Advisor promptly if any change occurs that would make these representations and warranties inaccurate or incomplete.
 - c. The performance of the services hereunder by Promoter will not constitute a breach of any non-competition agreement, non-solicitation, non-disclosure agreement, consulting agreement, sale or transfer agreement, employment agreement, shareholder agreement, or any other contract, agreement, or obligation of the Promoter to any other party of any nature whatsoever, oral or written.
8. Confidentiality.
While this Agreement remains in effect and in perpetuity thereafter: Promoter hereby represents and warrants to, and for the benefit of, Advisor that:
- a. With respect to Promoter:
 - i. All information and records of Promoter, including, but not limited to, Referred Client lists, solicitation proposals, Referred Client information (including nonpublic personal information) (hereinafter, "Confidential Client Data"), and business methods or processes, which information and/or records are not available to the general public ("Promoter's Confidential Information"), is and shall remain the property of Promoter; provided, however, that any Confidential Client Data shall not be considered Promoter's Confidential Information from



and after the date that the Referred Client becomes a Client of the Advisor, and the confidentiality of any such Confidential Client Data shall instead be governed by the agreement between the Referred Client and the Advisor.

- ii. Promoter's Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public, other than as a result of a disclosure by Advisor; (B) is known to Advisor prior to disclosure by Promoter; and/or (C) becomes available to Advisor after disclosure by Promoter, in each case as a result of disclosures from persons other than Promoter who are not bound by a confidentiality agreement with Promoter and who are not otherwise prohibited from transmitting the information to Advisor.
- b. With respect to Advisor:
- i. All information and records of Advisor, including, but not limited to, Confidential Client Data, Client lists, investment advice and strategies, and business methods or processes, which information and/or records are not available to the general public ("Advisor's Confidential Information" and with the Promoter's Confidential Information, the "Confidential Information"), is and shall remain the property of Advisor.
 - ii. Advisor's Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public other than as a result of a disclosure by Promoter; (B) is known to Promoter prior to disclosure by Advisor; and/or (C) becomes available to Promoter after disclosure by Advisor, in each case as a result of disclosures from persons other than Advisor who are not bound by a confidentiality agreement with Advisor and who are not otherwise prohibited from transmitting the information to Promoter.
- c. Each Party's obligation to maintain the confidentiality of the Confidential Information of the other Party shall exist during the term of this Agreement and for two (2) years after the termination of this Agreement, and during such term shall not be used or divulged, either orally, in writing, or in digital form, with the written consent of the other Party; provided, that any Confidential Information that constitutes "trade secrets" under applicable law shall remain confidential for so long as such information constitutes "trade secrets;" and further provided that any Confidential Information that consists of Confidential Client Data shall remain confidential in perpetuity. In addition, both Parties shall take such steps or precautions as are reasonably necessary to safeguard the other Party's Confidential Information.
- d. Upon termination, and upon request at any time during the term of this Agreement, either party shall promptly deliver to the other, or attest to the destruction of, any and all Confidential Information of the other party then in the delivering party's possession in any form or format. However, the delivering party shall be authorized to maintain such copies of its Confidential Information as necessary to fulfill its legal and/or regulatory requirements or to continue to service existing Clients so long as that client relationship continues, and for no other purpose.



- e. If either Advisor or Promoter becomes legally compelled to disclose any Confidential Information of the other party or is served with any subpoena, discovery device, or other

legal process seeking Confidential Information of the other party, then the party being so compelled may provide such Confidential Information provided that to the extent legally permissible it shall first provide the other party with prompt written notice to that effect, so that the party may seek a protective order concerning such Confidential Information.

- f. Each Party (a “Recipient”) agrees that the other Party (a “Disclosing Party”) would be irreparably injured by a breach of this Agreement by Recipient and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 8. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 8 but shall be in addition to all other remedies available at law or in equity. Recipient waives the requirement of any bond being posted as security for such equitable relief and agrees to pay all costs, including reasonable attorneys’ fees, incurred by the Disclosing Party by reason of the Recipient’s breach of this Section 8.

9. Term and Termination.

Promoter’s relationship with Advisor will be for an indefinite term, terminable at will (with or without cause) by giving five (5) days’ advance written notice by either party. Termination of the relationship will not terminate those contractual obligations which are described to be continuing in nature.

10. Indemnification.

During and after the term of this Agreement:

- a. Promoter shall indemnify and hold Advisor and Advisor’s directors, officers, associated persons, employees, and agents (“Advisor’s Indemnified Persons”) harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys’ fees, and other litigation expenses), incurred by any of them arising out of or in connection with:
 - i. Any violation of this Agreement, the Applicable Requirements, or Advisor’s client account agreements by Promoter or other persons under Promoter’s control and supervision;
 - ii. Negligent, wrongful, or other tortuous conduct by Promoter or other persons under Promoter’s control and supervision;
 - iii. Any violation of Advisor’s internal policies, procedures, or instructions by Promoter or other persons under Promoter’s control and supervision;



- iv. Any income tax, withholding tax, self-employment tax, penalty, fine, interest, or government assessment with respect to compensation paid to Promoter under this Agreement, or any other debt or obligation of Promoter which is paid by Advisor;

- b. Advisor shall indemnify and hold Promoter and Promoter’s directors, officers, associated persons, employees, and agents (“Promoter’s Indemnified Persons”) harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys’ fees, and other litigation expenses), incurred by any of them arising out of or in connection with:
 - i. Any violation of this Agreement, the Applicable Requirements, or Advisor’s client account agreements by Advisor or other persons under Advisor’s control and supervision;
 - ii. Negligent, wrongful, or other tortuous conduct by Advisor or other persons under Advisor’s control and supervision;
 - iii. Any violation of Advisor’s internal policies, procedures, or instructions by Advisor or other persons under Advisor’s control and supervision; and

- c. The Indemnified parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement. (i) Any violation of this Agreement, the Applicable Requirements, or Advisor’s client account agreements by Advisor or other persons under Advisor’s control and supervision;
 - ii. Negligent, wrongful, or other tortuous conduct by Advisor or other persons under Advisor’s control and supervision;
 - iii. Any violation of Advisor’s internal policies, procedures, or instructions by Advisor or other persons under Advisor’s control and supervision;

- d. The Indemnified parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement.

11. Binding Arbitration.

- a. Any dispute, controversy, or disagreement between the parties to this Agreement shall be determined by arbitration in accordance with the applicable rules of Complex Commercial



Disputes of the American Arbitration Association (“AAA”), shall take place in Houston, Texas and judgment on any award so rendered may be entered in any court having jurisdiction. The parties agree that the submission of any dispute, controversy, or disagreement to arbitration shall be a condition precedent to the commencement of any legal action. Firm understands and agrees that:

- i. Arbitration is final and binding on the parties;
 - ii. The parties are waiving their right to seek remedies in court, including the right to jury trial;
 - iii. Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; and
 - iv. 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.
- b. Any forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.
 - c. The arbitrators shall deliver a written, reasoned opinion with respect to the merits and, if applicable, damages covered by their order, and shall be entitled to order specific performance of the obligations imposed by this Agreement.
 - d. This Section does not prohibit a party from seeking and obtaining injunctive relief pending the outcome of arbitration.

12. Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, or assigns. The rights or performance of Promoter under this Agreement shall not, however, be assigned or delegated, by operation of law or otherwise, without Advisor’s prior written consent. No person other than Advisor and Promoter shall have any rights or be entitled to any benefits whatsoever under any terms or conditions of this Agreement.

13. Notices.

Any notice to be given to Promoter or Advisor under this Agreement shall be deemed effective if sent by certified mail, overnight delivery, or email, in all cases return receipt requested, to the address set forth for Promoter or Advisor on the signature page hereto.

14. Modification and Headings.

No modification or amendment to this Agreement shall be valid unless in writing, signed by a duly authorized representative of the party affected. References to sections and appendices in this Agreement are cross-references to its other provisions and



attachments. The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

15. No Waivers.

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

16. Governing Law.

This Agreement and all related duties, obligations, and rights shall be governed by the laws of the state where the office of Advisor is located which has primary responsibility for management of the Promoter relationship, without regard to conflicts of laws principles, except as and to the extent superseded by federal law.

17. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties. This Agreement is made as of and shall become effective immediately; however, Promoter may only commence services on behalf of Advisor as and when permitted under Section 1 of this Agreement.

18. Counterparts.

This Agreement may be executed in dual counterparts, each of which shall be deemed an original.

[Signatures on the following page.]



IN WITNESS WHEREOF, Promoter and Advisor have executed this Agreement on the day and year first written above.

PROMOTER

Client Name

Client Signature

Address

Street

City, State, Zip

Email Address

Save Advisers, LLC

An SEC registered company

By:

Stephen Conneely, Chief Compliance Officer
4306 Yoakum Blvd., Suite 650
Houston, TX 77006
Email: stephen@joinsave.com

Signature

Date



EXHIBIT A

REFERRAL BONUS SCHEDULE

†† Save Referral and Bonus Programs: For each successful referral, Save buys strategy-linked securities for each party whose equivalent investment value is equal to Save's current Referral and Bonus reward values outlined on the [Referrals page](#). Save reserves the right to change Referral and Bonus reward values at any time. The Referral and Bonus reward values are not cash bonuses. They are represented as notional value or investment exposure that will mature after 1 year whereupon you will get the gains, if any. Equivalent investments are defined as strategy-linked securities whose equivalent investment value equals the notional value exposure of the underlying assets. The notional value accounts for the total amount of a security's underlying assets at the time of trading, not the market price of the strategy-linked security itself.



EXHIBIT B

PROMOTER DISCLOSURE STATEMENT TO CLIENT

(Pursuant to SEC Rule 206(4)-3)

(“Promoter”) acts as an unaffiliated Promoter for Save Advisers, LLC whose principal office is located at 4306 Yoakum Blvd., Suite 650. Houston, TX 77006 (“Advisor”).

1. Promoter is not an employee or investment adviser representative of Advisor.
2. Promoter is not authorized to provide investment advice or manage investments on behalf of or through Advisor. Promoter’s role on behalf of Advisor is limited to introducing or referring prospective clients to Advisor.
3. Promoter does not have authority to accept a client agreement on behalf of Advisor or to collect or receive payment in her own name for any services of Advisor. All client agreements with Advisor are subject to acceptance by Advisor.
4. Once a client agreement is accepted, Advisor typically makes investment recommendations to the client as described in the agreement between the client and Advisor.
5. Pursuant to a separate agreement between Advisor and Promoter, Advisor pays Promoter a Referral Bonus with an equivalent investment notional value of either \$1,000 or \$5,000 for each successful client referral. These Referral reward values are not cash bonuses. They are representations of notional value or investment exposure.
7. Promoter’s role is limited exclusively to that of a Promoter and that Promoter does not give, and has not given, investment- related advice on behalf of Advisor.