

**Revised June 20, 2019**

## **ELLEVEST REFERRAL PROGRAM-SOLICITATION AGREEMENT**

This Ellevest Referral Program Solicitation Agreement (the “Agreement”) describes the terms and conditions under which you (“Solicitor” or “you”) agree to refer prospective clients to Ellevest, Inc. (“Ellevest”) through its website, [www.ellevest.com](http://www.ellevest.com) or through its mobile application (collectively the “Digital Platforms”).

### 1. Solicitor Responsibilities

You agree to:

- Refer prospective clients to the Ellevest Referral Program solely through its Digital Platforms, at Ellevest’s direction and in consideration of any limitations imposed by Ellevest for such referral;
- Not provide investment advice about Ellevest’s services to any referred individual; and
- Not send any written or electronic communications to prospective clients expressing Solicitor’s views about the nature or quality of Ellevest’s investment advisory services.
- Not promote the Ellevest Referral Program to third parties for any purposes other than encouraging people to become investors with Ellevest.

### 2. Ellevest’s Responsibilities

Ellevest agrees to provide prospective clients that you refer with:

- Information that you serve as a Solicitor of Ellevest and the compensation that you will receive from Ellevest should a referred individual become a client of Ellevest and fund their account; and
- A link to its current Form ADV Part 2 within the Digital Platforms.

### 3. Solicitor Compensation

Ellevest will pay you a one-time fee of \$20 within ninety (90) days after an individual referred by you through the Ellevest Referral Program becomes a client of Ellevest and funds their account.

To qualify for the \$20, you must fund your highest-priority goal before the fee is processed, and keep it funded throughout the 90 days while we process the referral credit.

Ellevest reserves the right to withhold payment of compensation to you if it determines, in its sole discretion, that the referral was made under wrongful or fraudulent circumstances, that your participation is against the spirit of the program, that making payment would constitute a violation of your Ellevest Client Agreement or applicable federal or state law, or that incomplete or inaccurate information was provided. Examples of incomplete or inaccurate information include, but are not limited to, incorrect personal information (such as an address or Social

Security number) or incorrect bank link.

At Ellevest, our primary goal is to help women take control of their financial future through investing. We believe it is against the spirit of this program to promote the program to third parties for any purposes other than encouraging them to become investors with Ellevest. For example, it is not intended for people whose primary motivation is to collect signup or referral bonuses.

By engaging in the Ellevest Referral Program, you are serving as an independent contractor and not as an employee of Ellevest.

#### 4. Solicitor Representations and Warranties

You represent and warrant that you:

- a. Are not subject to any order of the Securities and Exchange Commission (“SEC”) under Section 203(f) of the Investment Advisers Act;
- b. Have not been convicted within the past ten years of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A) through (D) of the Investment Advisers Act;
- c. Have not been found at any time by the SEC to have engaged, or been convicted at any time of engaging, in any of the conduct specified in paragraphs (1), (5) or (6) of Section 203(e) of the Investment Advisers Act; and
- d. Are not subject to an order, judgment or decree described in Section 203(e)(4) of the Investment Advisers Act.
- e. Will notify Ellevest immediately of the occurrence of any event described in paragraphs (A) through (D) above, which will cause this Agreement to terminate immediately.
- f. Are properly registered as an investment adviser or investment adviser representative under federal and state law, or are validly exempt from such registration and regulation.

#### 5. Termination

This Agreement will remain in effect until terminated at any time by either you or Ellevest. You may terminate this Agreement by notifying Ellevest at support@ellevest.com that you no longer want to participate in the Ellevest Referral Program. Ellevest may terminate this Agreement by notifying you of termination at the email associated with your Ellevest Account.

This Agreement will terminate automatically: (i) in accordance with Section 4(e) of this Agreement, (ii) upon Solicitor’s death or (iii) upon final adoption of any legislation or regulation that would make performance of this Agreement unlawful.

#### 6. Governing Law

This Agreement shall be governed by the laws of the State of New York, except with respect to

conflict or choice of law provisions.

#### 7. Effective Date

This Agreement will be effective on your acceptance of its terms electronically by clicking the "I Agree" button.

#### 8. Amendment

Ellevest may amend this Agreement at any time upon notice to you through the Digital Platforms. You acknowledge that Ellevest will not be required to obtain your consent for any amendments to the Agreement or changes to the Referral Program.

#### 9. Indemnification

Solicitor shall indemnify Ellevest, its officers, directors, and employees against any loss, liability or expense, including reasonable attorney's fees, incurred by them arising out of any breach, act or omission or violation of law by Solicitor in connection with Solicitor's performance of this Agreement.

#### 10. Arbitration

To the extent permitted by law, any controversy, dispute or claim arising out of or relating to this Agreement will be submitted to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party will be entitled to reasonable attorneys' fees, costs and expenses. This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

#### 11. Electronic Signatures

Your intentional action in electronically signing this Agreement **by clicking on the "I Agree" button** is valid evidence of your consent to be legally bound by this Agreement. The use of an electronic version of any documents fully satisfies any requirement that they be provided to you in writing.

You are solely responsible for reviewing and understanding all of the terms and conditions of these documents. You accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Ellevest Digital Platforms. The electronically stored copy of this Agreement is the true and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.