For purposes of the Investment Advisers Act of 1940 that governs registered investment advisors, I am considered a Promoter of Apex Investment Group, LLC ("the Advisor"). Pursuant to these regulations I am required to provide you with the following disclosures which are important for you to understand prior to engaging with the Advisor.

1. I am a current client of the Advisor.

2. If you engage with the Advisor for investment advisory services, I will be compensated in an amount equal to 30% of your investment advisory fee for the duration of your advisory relationship with the Advisor. The compensation paid to me by the Advisor is for the promotion of their services and for referring you to them. There would be no increase in the advisory fees you pay to the Advisor as a result of my agreement with them.

3. As a result of the aforementioned compensation, I am financially incentivized to recommend the Advisor which results in a material conflict of interest.

Terms and conditions under which the Promoter will assist the Advisor in establishing client relationships.

Solicitation of Clients

(a) As a consultant and independent contractor, and not as an employee of the Advisor (or any employee of the Advisor acting as a solicitor), the Promoter will use its best efforts to solicit and refer as clients to the Advisor those individuals or entities which it believes are suitable and appropriate for the investment advisory services provided by the Advisor. The Promoter represents that it is familiar with the investment advisory services and programs offered by the Advisor.

(b) This applies to the promotion, introduction, or recommendation by Solicitor to Advisor of individual clients, private fund placement activity, institutional clients, and referrals of clients to Advisor for managed accounts.

(c) In performing the services set forth herein, Promoter will have no authority to bind Advisor in any way, and will make only such representations to Solicited Clients or other persons relating to Advisor or its advisory services which are: (i) expressly authorized by this Agreement, (ii) contained in Advisor's Form ADV Part 2A, (iii) contained in the Advisor's investment advisory agreement; and/or (iv) contained in advertising and sales literature approved in advance by Advisor for use.

(d) Promoter is not authorized to provide investment advice on behalf of Advisor to Solicited Clients or Advisor's investment advisory client(s) (each a "Client," and collectively, "Clients").

(e) The Promoter does not have any authority to accept any client(s) on behalf of the Advisor, and the Advisor does not have any responsibility to accept any prospective client referred by the Promoter. Any prospective client which becomes a client of the Advisor as a direct result of the Promoter's efforts is identified as a "Solicited Client."

Client Relationship

The Promoter's primary role is to introduce and assist each Solicited Client in establishing a relationship with the Advisor, which will include introducing prospective clients and providing information about the Advisor.

The promotion services may also include periodic contacts, if requested or appropriate, to assist the Solicited Client(s) in understanding the advisory services of the Advisor and/or obtaining or updating client information on behalf of the Advisor.

The Promoter will treat any client information obtained in connection with this agreement as confidential and will not disclose such information without the consent of the Solicited Client.

Promoter Compensation

The Advisor will pay the Promoter a percentage of all investment advisory fees received by the Advisor from any Solicited Client(s) in return for the promotion services provided by the Promoter. The portion of the advisory fees payable to the Promoter will be paid within 30 of days of the end of the quarter in which the advisory fees are received by the Advisor. The portion of the advisory fees payable to the Promoter for each Solicited Client(s) will be 30% of the investment advisory fees collected ("Promoter Fees"). Compensation will not be paid to the Promoter in the event any such payment would constitute a violation of applicable federal or state law.

Promoter acknowledges that Advisor may assess its advisory fees in advance. Promoter herewith agrees that in any circumstances whereby Advisor refunds prepaid advisory fees to a Solicited Client, Promoter will, upon demand, promptly repay to Advisor, the proportionate amount of any Solicited Fees paid to Promoter, based upon the prepaid advisory fees returned to the Solicited Client.

Advisor shall have no obligation to pay Promoter Fees to Promoter unless and until Advisor has received payment of its advisory fees from the Solicited Client. In the event that Advisor is subsequently required to make adjustments in its previously billed advisory fees, then Promoter agrees that proportionate adjustments shall be made in the related Promoter Fees with respect to that Solicited Client. By mutual agreement, such adjustments to the Promoter Fees may be netted with other Promoter Fees subsequently payable to Promoter.

Promoter's Responsibilities

The Promoter will perform its responsibilities in accordance with the instructions of the Advisor and the rules set forth in the Investment Advisors Act ("Act") and/or any applicable state law.

The Promoter will use only investment advisory and marketing materials provided by and approved by the Advisor when soliciting clients for the Advisor.

Independent Contractor

Promoter shall be an independent contractor and nothing herein shall be construed to create an agency or employment relationship between Promoter and Advisor. Neither Promoter nor Advisor shall have the authority to act for or obligate the other.