

## Item 1 Cover Page

I2TClub

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[www.i2tclub.com](http://www.i2tclub.com)

FORM ADV Part 2A

Client Brochure

Mar 9, 2017

This brochure (“Brochure”) provides information about the qualifications and business practices of I2TClub, Inc. (“I2TClub”). The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. If you have any questions about the contents of this Brochure, please contact us at 613-324-9568 or [contact@i2tclub.com](mailto:contact@i2tclub.com). Additional information about I2TClub is also available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

Form ADV Part 2 Client Brochure

## Item 2 Material Changes

There are no material changes to report as this is I2TClub's initial Form ADV Part 2A.

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## Item 4 Advisory Business

- A. I2TClub is an online investment advisor. I2TClub, Inc. (“I2TClub”) is a private limited company incorporated in the Nevada, USA and established on June 2015. The company is 100% owned by XIN SHENG ZHOU.
- B. I2TClub allows individuals and/or entities (“Members”) to register with i2tclub.com in order to either
- Share their investment activity with others, or
  - Utilize the investment activity of others in their own investment portfolio.

We plan to launch this service in 2017.

### Members Sharing Their Investment Activity (Managers or Traders)

Registered users (“Members”) can choose to share their personal investment activities by becoming a Manager (“Managers” or “Traders”). Managers are classified as either individuals (“Individual Investors”) or professionals (“Professionals” or “SubAdvisers”). Professional Managers must be registered investment advisers. Managers license their portfolio holdings and trading record (“Trade Data”) to I2TClub. Managers may choose to also provide additional content including their investment strategy, profile, portfolio market report and analysis. (Collectively this additional content along with Trade Data herein referred to as “Manager Content” or “Model.”) Managers may manage multiple Models with I2TClub. All Manager Content represents the opinions of that Manager, should not be construed as personalized investment advice, and is subject to change without notice.

### Members Subscribing to Managers (Clients or Investors)

Members may choose to subscribe to Manager's Models as a client of I2TClub's investment management services (“Client” or “Investor”). Under such a relationship, when a Manager places an order, I2TClub automatically places orders for the subscribing Client. One aggregate order across the Manager and all subscribing Clients is sent to the broker. In such event, the average price of the securities purchased or sold in such a transaction may be determined and a Client may be charged or credited, as the case may be, the average transaction price. I2TClub uses its proprietary computer algorithms to assess the risk of the order and approve/reject the order. Trade eligibility filters may include security type, market capitalization, and liquidity. In case of order rejection, Manager’s order will be cancelled as well.

I2TClub is compensated for its advisory services by charging a Subscription Fee, which includes the Advisory Fee and the Direct Access Fee, based on the net market value of a Client’s Account. I2TClub’s software based financial advisor service charges an annualized advisory fee of 0.25%. I2TClub will also charge a fee, determined by the Manager, for access to selected Models (“Direct Access Fee”). I2TClub collects a 30% Direct Access Fee and the Manager collects a 70% Direct Access Fee.

Prior to engaging I2TClub to provide the foregoing investment management services, the Client will be required to enter into one or more written agreements with I2TClub setting forth the terms and conditions under which I2TClub shall render its services (the “Client Agreement”).

I2TClub provides ongoing investment services to its Clients through Self-Directed Account (“Self-Directed”) - Clients make their own decisions regarding the selection and timing of Model subscriptions.

Unless otherwise agreed upon, Clients are provided with transaction confirmation notices and regular summary account statements directly from the broker-dealer or custodian for the Client accounts. Clients also receive online access to account activity reports from I2TClub that may include such relevant account and/or market-related information such as an inventory of account holdings and account performance.

I2TClub’s investment management services utilize

- Equity Securities, including exchange-listed securities, over-the-counter securities, and securities of foreign issuers;
- Mutual funds; and
- Exchange-traded funds (ETFs).

- C. I2TClub tailors its software based financial advisor service to the individual needs of each of its Clients. Members may choose to subscribe to Manager's Models as a client of I2TClub's investment management services (“Client”). I2TClub provides ongoing investment services to its Clients through Self-Directed Account (“Self-Directed”) - Clients make their own decisions regarding the selection and timing of Model subscriptions.
- D. I2TClub does not participate in Wrap Fee Program.
- E. I2TClub manages client assets through our software based financial advisor service on a discretionary basis. I2TClub does not manage assets on a nondiscretionary basis. As of March 11, 2017, I2TClub’s assets under management are \$0.

## Item 5 Fees and Compensations

I2TClub is compensated for its advisory services by charging a Subscription Fee, which includes the Advisory Fee and the Direct Access Fee, based on the net market value of a Client’s Account. I2TClub’s software based financial advisor service charges an annualized advisory fee of 0.25%. I2TClub will also charge a fee, determined by the Manager, for access to selected Models (“Direct Access Fee”). I2TClub collects a 30% Direct Access Fee and the Manager collects a 70% Direct Access Fee.

I2TClub bill clients for subscription fees incurred. Annual subscription fees are charged on a daily basis as explained below. I2TClub’s subscription fees are not charged in advance, and are calculated on a continuous basis and deducted from Client Accounts each month as follows:

I2TClub calculates a daily subscription fee, which is equal to the subscription fee rate multiplied by the net market value of the Client's Account as of the close of trading (herein, "close of markets") on such day, or as of the close of markets on the immediately preceding trading day for any day when the market is closed, and then divided by 365 (or 366 in any leap year). The subscription fee for a calendar month is equal to the total of the daily fees calculated during that month. I2TClub will automatically deduct its subscription fees from Client's accounts, as authorized in the Client Agreement. No subscription fees are charged on assets that are not subscribed to Models.

For the initial month of investment management services, the first month's fees shall be calculated on a pro rata basis. I2TClub's fee shall be prorated through the date of termination and any remaining balance shall be charged or refunded to the Client, as appropriate, in a timely manner.

I2TClub's fees are in addition to brokerage commissions, transaction fees, and other related costs and expenses, which shall be incurred by the Client. I2TClub shall not receive any portion of these commissions, transaction fees, and costs. Currently, due to technical and best execution considerations, I2TClub is only utilizing the brokerage services of Interactive Brokers.

I2TClub expects from time to time to run promotional campaigns to attract Clients to open Accounts on the Site. These promotions may include additional Account services or products offered on a limited basis to select Clients, more favorable fee arrangements, and/or reduced or waived advisory fees for Clients. I2TClub may also pay pre-determined fees to third-parties for driving new users to I2TClub, which may be in the form of so-called CPM, CPC or CPA arrangements (respectively, impressions, clicks or actions through other websites). I2TClub engages solicitors whom it pays for Client referrals.

I2TClub is a "fee only" investment advisor, and other than its subscription fee described above, neither the firm nor its employees receive or accept any direct or indirect compensation related to investments that are purchased or sold for Client Accounts. This means that Clients will not be sold products or services that create additional fees or compensation to benefit I2TClub or its employees or its affiliates other than those described in this Brochure and on the Site. However, in addition to subscription fees, Clients may also pay other fees or expenses to third-parties.

## Item 6 Performance-Based Fees and Side-by-Side Management

I2TClub does not charge performance-based fees. Our subscription fees are only charged as disclosed above in Item 5.

## Item 7 Types of Clients

I2TClub's clients include individuals, trusts, corporations and other legal entities. There is no minimum amount required to open and maintain an I2TClub Account. In particular, a Manager is not mandatory to be funded to share the Manager's investment activities, as long as the Manager has at least one subscribing Client. The third-party broker may require a minimum amount to open and maintain a brokerage account. Clients have access to their Accounts through the Site. At any time, a Client may terminate an Account, or withdraw all or part of an Account. In that case, the Client can choose to close or keep the existing positions. Investors evaluating I2TClub's software

based financial advisor service should be aware that I2TClub's relationship with Clients is likely to be different from the "traditional" investment advisor relationship in several aspects: 1. I2TClub is a software based financial advisor which means each Client must acknowledge her ability and willingness to conduct her relationship with I2TClub on an electronic basis. Under the terms of the Account Agreement, each Client agrees to receive all Account information and Account documents (including this Brochure), and any updates or changes to same, through her access to the Site and I2TClub's electronic communications. Unless noted otherwise on the Site or within this Brochure, I2TClub's advisory service, the signature for the Account Agreement, and all documentation related to the advisory services are managed electronically. I2TClub does make individual representatives available to discuss servicing matters with Clients. 2. To provide its advisory services and tailor its investment decisions to each Client's specific needs, I2TClub collects information from each Client, including specific information about her investing profile such as financial situation, investment experience, and investment objectives. I2TClub maintains this information in strict confidence subject to its Privacy Policy, which is provided on the Site. When customizing its investment solutions, I2TClub relies upon the information received from a Client. Although I2TClub contacts its Clients, a Client must promptly notify I2TClub of any change in her financial situation or investment objectives that might require a review or revision of her portfolio.

## Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

I2TClub typically relies on the investment decisions of Managers in managing Client accounts. I2TClub attempts to track the Manager's trades as accurately as possible, but does maintain limited discretion to modify the Manager's trades in order to provide the best services to Clients.

### Account Management

I2TClub provides management of the Client's account subject to certain restrictions and potential conflicts. Clients are advised as follows:

#### Additions and Withdrawals:

- a. The Client may make additions to and withdrawals from the account at any time, subject to the following:
  - i. I2TClub's right to terminate an account.
  - ii. Clients may withdraw account assets on notice to I2TClub, subject to the usual and customary securities settlement procedures.
  - iii. Additions may be in cash or securities provided that I2TClub reserves the right to decline to accept particular securities into a Client's account.

#### Trade issues and associated conflicts:

- a. The size of a Client's account may not make it practical to place a certain trade initiated by a Manager. A Client may have specified certain restrictions.

b. The concept of I2TClub naturally leads to a significant conflict of interest, although one aggregate order across the Manager and all subscribing Clients is sent to the broker. It is illegal for anyone to manipulate the market for securities. Managers certify that they are aware of the laws and will not make trades for the purpose of influencing a security due to the knowledge that Clients may be making the same trades with them. Managers may themselves be state or SEC registered investment advisers. When registered, the Managers may owe a fiduciary duty to I2TClub or Client in making their recommendations.

#### Limited Investment Advice

Clients are advised: a. I2TClub's investment advice is typically limited to the selection of Managers and Models, order risk assessment, and trade related issue. b. I2TClub will not typically initiate the recommendation of specific securities. c. I2TClub may modify recommendations that are implied by Manager Content in certain circumstances.

#### Use of Margin

To the extent that a Client authorizes the use of margin, and I2TClub thereafter employs margin in the management of the Client's investment portfolio, the market value of the Client's account and corresponding fee payable by the Client to I2Club will be increased. The Client is advised: a. Additional principal risks are associated with the use of margin. b. Potential conflicts of interests exist, as the Client's decision to employ margin shall correspondingly increase the management fee payable to I2TClub. c. The decision as to whether to employ margin or to select a Model that requires the employment of margin is left totally to the discretion of the Client. I2TClub trades in equity securities traded on U.S. exchanges, exchange traded funds (ETFs).

#### RISK CONSIDERATIONS

I2TClub cannot guarantee any level of performance or that any Client will avoid a loss of Account assets. Any investment in securities involves the possibility of financial loss that Clients should be prepared to bear. When evaluating risk, financial loss may be viewed differently by each Client and may depend on many different risk items, each of which may affect the probability of adverse consequences and the magnitude of any potential losses. The following risks may not be all-inclusive, but should be considered carefully by a prospective Client before retaining I2TClub's services. These risks should be considered as possibilities, with additional regard to their actual probability of occurring and the effect on a Client if there is in fact an occurrence.

**Market Risk** – The price of any security or the value of an entire asset class can decline for a variety of reasons outside of I2TClub's control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, and domestic or foreign political, demographic, or social events. If a Client has a high allocation in a particular asset class, it may negatively affect overall performance to the extent that the asset class underperforms relative to other market assets. Conversely, a low allocation to a particular asset class that outperforms other asset classes in a particular period will cause that Client Account to underperform relative to the overall market.



**Advisory Risk** –There is no guarantee that I2TClub’s or the Manager’s judgment or investment decisions about particular securities or asset classes will necessarily produce the intended results. There is no guarantee that I2TClub’s risk assessment on Manager’s investment activities will necessarily produce the intended results. There is no guarantee that I2TClub’s decision based on Client’s investment profile will necessarily produce the intended results. I2TClub’s judgment may prove to be incorrect, and a Client might not achieve her investment objectives. I2TClub may also make future changes to the investing algorithms and advisory services that it provides. In addition, it is possible that Clients or I2TClub itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to I2TClub’s software based financial advisory service. I2TClub and its representatives are not responsible to any Client for losses unless caused by I2TClub breaching its fiduciary duty.

**Volatility and Correlation Risk** – It is possible that different or unrelated asset classes may exhibit similar price changes in similar directions which may adversely affect a Client, and may become more acute in times of market upheaval or high volatility. Past performance is no guarantee of future results, and any historical returns, expected returns, or probability projections may not reflect actual future performance.

**Liquidity and Valuation Risk** –High volatility and/or the lack of deep and active liquid markets for a security may prevent a Client from selling her securities at all, or at an advantageous time or price because I2TClub and the Client’s Broker may have difficulty finding a buyer and may be forced to sell at a significant discount to market value.

**Credit Risk** – I2TClub cannot control and Clients are exposed to the risk that financial intermediaries or security issuers may experience adverse economic consequences that may include impaired credit ratings, default, bankruptcy or insolvency, any of which may affect portfolio values or management. This risk applies to assets on deposit with any Broker utilized by Client, notwithstanding asset segregation and insurance requirements that are beneficial to Broker clients generally. In addition, exchange trading venues or trade settlement and clearing intermediaries could experience adverse events that may temporarily or permanently limit trading or adversely affect the value of Client securities. Finally, any issuer of securities may experience a credit event that could impair or erase the value of the issuer’s securities held by a Client.

**Legislative and Tax Risk** - Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment advisor or securities trading regulation; change in the U.S. government’s guarantee of ultimate payment of principal and interest on certain government securities; and changes in the tax code that could affect interest income, income characterization and/or tax reporting obligations (particularly for ETF securities dealing in natural resources). I2TClub does not engage in financial or tax planning, and in certain circumstances a Client may incur taxable income on her investments without a cash distribution to pay the tax due.

You should confer with your personal tax advisor regarding the tax consequences of investing with I2TClub, based on your particular circumstances. You and your personal tax advisors are responsible for how the transactions in your account are reported to the IRS or any other taxing authority. I2TClub assumes no responsibility to you for the tax consequences of any transaction.

You must notify I2TClub of specific Restricted Securities in which you are prohibiting investing. You shall notify I2TClub immediately if you consider any investments recommended or made for the Account to violate such restrictions.

**Foreign Investing and Emerging Markets Risk** - Foreign investing involves risks not typically associated with U.S. investments, and the risks may be exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social and economic developments affecting one or more foreign countries. In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the U.S., such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than U.S. accounting practices and foreign regulation may be inadequate or irregular.

**Inflation, Currency, and Interest Rate Risks** - Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor's future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline.

## Item 9 Disciplinary Information

I2TClub is obligated to disclose any disciplinary event that might be material to any Client when evaluating our services. We do not have any material legal, financial, regulatory, or other "disciplinary" item to report to any Client. This statement applies to our firm and to every employee of our firm.

## Item 10 Other Financial Industry Activities and Affiliations

Other industry affiliations include broker-dealers, investment companies, banks, accounting firms, insurance-related businesses, and real estate broker or dealer. Accordingly, I2TClub and its management personnel have no other financial affiliations nor receive any compensation or referral fees from such firms, as part of our advisory practice.

## Item 11 Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

I2TClub's paramount ethical, professional, and legal duty is to act at all times as a fiduciary to its Clients. This means that I2TClub puts the interests of its Clients ahead of its own, and carefully manages for any perceived or actual conflict of interest that may arise in relation to its advisory services. I2TClub has adopted a Code of Ethics, which is designed to ensure that we meet our

fiduciary obligation to Clients, enhance our culture of compliance within the firm, and detect and prevent any violations of securities laws. The Code of Ethics includes general requirements that all Supervised Persons comply with their fiduciary obligations to Clients and applicable securities laws, and specific requirements relating to, among other things, personal trading, insider trading, conflicts of interest, and confidentiality of client information. Each new I2TClub employee receives a copy of the Code of Ethics when hired by I2TClub. I2TClub sends copies of any amendments to the Code of Ethics to all Supervised Persons, who must acknowledge in writing having received the Code of Ethics and the amendments. Annually or as otherwise required, each Supervised Person must confirm to I2TClub that he or she has complied with the Code of Ethics during such preceding period. Under the Code of Ethics, I2TClub's directors and Supervised Persons may personally invest in securities recommended on the Site. Supervised Persons may also buy or sell specific securities for their own accounts. It also requires all Supervised Persons to report any violations of the Code of Ethics promptly to I2TClub's Chief Compliance Officer.

A copy of I2TClub's Code of Ethics is available to clients and prospective clients upon request.

#### Participation in Client Transactions and Potential Conflicts of Interest

I2TClub or individuals associated with I2TClub may buy or sell securities identical to or different than those recommended to clients for their personal accounts. Individuals associated with I2TClub may also be I2TClub clients. In addition, any related person(s) may have an interest or position in certain securities which may also be recommended to a client. In such instances, I2TClub or its related persons may have a financial incentive to buy or sell such securities for client accounts. It is the express policy of I2TClub that no person employed by I2TClub may use material, non-public information obtained during the course of his or her work in deciding whether to purchase or sell any security prior to any pending transaction(s) being executed for an advisory account. This policy is intended to prevent employees from benefiting from transactions placed on behalf of advisory accounts.

I2TClub and persons associated with I2TClub ("Associated Persons") are permitted to buy or sell securities that it also recommends to Clients consistent with I2TClub's policies and procedures. In addition, Associated Persons may also become clients of I2TClub and, as such, any I2TClub initiated trades for those Associated Persons will be executed alongside all other I2TClub clients. I2TClub currently aggregates orders across the Manager and all subscribing Clients, so as not to affect any clients favorably or unfavorably. I2TClub has adopted a code of ethics that sets forth the standards of conduct expected of its associated persons and requires compliance with applicable securities laws ("Code of Ethics"). In accordance with Section 204A of the Advisers Act, its Code of Ethics contains written policies reasonably designed to prevent the unlawful use of material non-public information by I2TClub or any of its associated persons. The Code of Ethics also requires that certain of I2TClub's personnel (called "Access Persons") report their personal securities holdings and transactions and obtain pre-approval of certain investments such as initial public offerings and limited offerings. Unless specifically permitted in I2TClub's Code of Ethics, none of I2TClub's Access Persons may effect for themselves or for their immediate family (i.e., spouse, minor children, and adults living in the same household as the Access Person) any transactions in a security which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of I2TClub's Clients. As mentioned above, I2TClub's Access

Persons are permitted to become clients of I2TClub and their accounts and trade activity are managed alongside consistent with I2TClub's other clients. When I2TClub is purchasing or considering for purchase any security on behalf of a Client, no Access Person may effect a transaction in that security prior to the completion of the purchase or until a decision has been made not to purchase such security. Similarly, when I2TClub is selling or considering the sale of any security on behalf of a Client, no Access Person may effect a transaction in that security prior to the completion of the sale or until a decision has been made not to sell such security. These requirements are not applicable to: (i) direct obligations of the Government of the United States; (ii) money market instruments, bankers' acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high quality short-term debt instruments, including repurchase agreements; (iii) shares issued by mutual funds or money market funds; (iv) shares issued by unit investment trusts that are invested exclusively in one or more mutual funds.

## Item 12 Brokerage Practices

Unlike many investment advisors, I2TClub does not engage in any “soft dollar” practices involving the receipt of research or other brokerage service in relation to client commission money, nor do we receive any research or other products in connection with Client transactions. I2TClub also does not use Client commission money to compensate or otherwise reward any brokers for client referrals. In the interest of better trade execution, I2TClub may, but is not required to, aggregate orders for a Client’s Account with orders of other Clients. I2TClub may aggregate securities sale and purchase orders for a Client with similar orders being made contemporaneously for other Client Accounts. In such event, the average price of the securities purchased or sold in such a transaction may be determined and a Client may be charged or credited, as the case may be, the average transaction price. As a result, however, the price may be less favorable to the Client than it would be if similar transactions were not being executed concurrently for other Accounts.

I2TClub establishes relationships with selected brokers to provide brokerage services to I2TClub clients. All brokerage commissions and/or transactions fees charged by these selected brokers are exclusive and in addition to I2TClub fees. Factors which I2TClub considered in its selection of selected brokers and will consider in recommending any other broker-dealer include technology matching our special advisor requirement, financial strength, reputation, execution, pricing, research, and services. The commissions and/or transaction fees charged by these selected brokers may be higher or lower than those charged by other broker-dealers. The commissions paid by I2TClub's clients shall comply with I2TClub's duty to obtain “best execution.” In seeking best execution, I2TClub may not only consider cost, but whether the transaction represents the best qualitative execution, taking into consideration the full range of a broker-dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Therefore, while I2TClub will seek competitive rates, it may not necessarily obtain the lowest possible commission rates for client transactions. I2TClub shall periodically and systematically review its policies and procedures regarding recommending broker-dealers to its Clients in light of its duty to obtain best execution. Currently, due to technical and best execution considerations, I2TClub is only utilizing the brokerage services of Interactive Brokers. I2TClub utilizes trade aggregation on behalf of its clients.

## Item 13 Review of Accounts

I2TClub provides all Clients with continuous access via the Site to real-time reporting information about Account status, securities positions and balances. Clients may also receive periodic e-mail communications describing portfolio performance, Account information, and product features.

I2TClub implements these services for their advisory Clients by providing:

1. Access to Manager Content and evaluation of appropriateness of Manager Models.
2. Implementation of investment strategy on behalf of Client: a. Portfolio Management & Accounting; Subscription to selected Models; and c. Order Aggregation.
3. Clients are contacted regularly regarding their accounts by Client Services staff.

In addition, I2TClub provides additional reporting to its clients through its website: [www.i2tclub.com](http://www.i2tclub.com). Clients have direct access to their secure, private account detail pages, where they can view their account holdings, daily account activity and performance.

4. Clients are advised to promptly notify I2TClub if they wish to impose any reasonable restrictions upon I2TClub's management services or make any other changes to the management of their assets.

## Item 14 Client Referrals and Other Compensation

I2TClub expects from time to time to run promotional campaigns to attract Clients to open Accounts on the Site. These promotions may include additional Account services or products offered on a limited basis to select Clients, more favorable fee arrangements, and/or reduced or waived advisory fees for Clients. These arrangements may create an incentive for a third-party or other existing Client to refer prospective Clients to I2TClub, even if the third-party would otherwise not make the referral. These arrangements may also create a conflict of interest for a Client to maintain a certain level of assets managed through I2TClub if doing so would result in eligibility to receive an incentive, bonus or additional compensation. I2TClub may also pay pre-determined fees to third-parties for driving new users to I2TClub, which may be in the form of so-called CPM, CPC or CPA arrangements (respectively, impressions, clicks or actions through other websites). I2TClub engages solicitors whom it pays for Client referrals. I2TClub discloses this practice in writing to the affected Clients and complies with the requirements of Rule 206(4)-3 under the Investment Advisers Act of 1940, as amended, to the extent required by applicable law.

### Solicitations and Referrals

If a Client is introduced to I2TClub by either an unaffiliated or an affiliated solicitor, I2TClub may pay that solicitor a referral fee in accordance with the requirements of Rule 206(4)-3 of the Advisers Act and any corresponding state securities law requirements. Any such referral fee shall be paid solely from I2TClub's investment management fee, and shall not result in any additional charge to the Client. If the Client is introduced to I2TClub by an unaffiliated solicitor, the solicitor shall provide the Client with a copy of I2TClub's written disclosure statement which meets the

requirements of Rule 204-3 of the Advisers Act and a copy of the solicitor's disclosure statement containing the terms and conditions of the solicitation arrangement including compensation. Any affiliated solicitor of I2TClub shall disclose the nature of his/her relationship to prospective Clients at the time of the solicitation and will provide all prospective Clients with a copy of I2TClub's written disclosure statement at the time of the solicitation.

### Model Manager Compensation

I2TClub compensates Managers a portion of the Direct Access Fee for every subscription to the Manager's Models.

## Item 15 Custody

Each Client will receive Account information, including trade confirmations and monthly account statements, directly from her Broker. Each Client should carefully review this information and compare it with information provided by I2TClub when they are evaluating Account performance, securities holdings, and transactions. While I2TClub reconciles trading information with Brokers on a regular basis and provides Account information to Clients on the Site, a Client may experience differences in the information due to pending transactions, dividends, corporate actions, cash movements or withdrawals, or other activity. Only the Broker's (or other third-party's) trading confirmations and statements represent the official records of a Client's Account.

### Recommended Custodian & Clearing Services

I2TClub shall generally recommend that Clients utilize the brokerage and clearing services of selected financial institutions. I2TClub may only implement its investment management services after the member has arranged for and furnished I2TClub with all information and authorization regarding accounts with appropriate financial institutions. Financial institutions shall include, but are not limited to, broker-dealers recommended by I2TClub, broker-dealers directed by the Client, trust companies, banks and other appropriate institutions (collectively referred to herein as "Financial Institutions"). Clients are advised as follows: 1. Clients may incur certain charges imposed by the Financial Institutions and other third parties: a. Such charges include; custodial fees, charges imposed directly by a mutual fund or exchange traded fund in the account, which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. b. Clients may incur brokerage commissions and transaction fees. c. All such charges, fees and commissions are exclusive of and in addition to I2TClub's fee. 2. I2TClub's Client Agreement and/or the separate agreement with the Financial Institutions may authorize I2TClub through the Financial Institutions to debit the Client's account for the amount of I2TClub's fees and to directly remit those fees to I2TClub in accordance with applicable custody rules.

## Item 16 Investment Discretion

I2TClub requires that an Account Agreement be completed by a Client who decides to retain I2TClub as her investment advisor. Under the terms of the Account Agreement, I2TClub assumes

full discretionary trading and investment authority over the Client's assets held with the Broker. This means that I2TClub is given full authority under a power of attorney arrangement to select the timing, size, and identity of securities to buy and sell for the Client.

### Item 17 Voting Client Securities

I2TClub does not vote proxies on behalf of its Clients.

### Item 18 Financial Information

This Item is not applicable because I2TClub does not require or solicit the prepayment of any advisory fees, and does not have any adverse financial condition that is reasonably likely to impair our ability to continuously meet our contractual commitments to our Clients.