



Investment Management Agreement
Seasons of Advice Wealth Management, LLC

This Investment Management Agreement (the "Agreement") is made on this ____ day of _____, 20__ between

[Name of Client]

[Name of Joint Client (if applicable)]

(hereinafter referred to as "you" or "your"), and Seasons of Advice Wealth Management, LLC, a registered investment adviser, (hereinafter referred to as "SOAWM", "us," "we," or "our").

We are pleased that you have chosen SOAWM to provide you with investment management services (the "Services") as described below and subject to (i) a Statement of Investment Policy to be prepared for you by SOAWM that will be incorporated into this Agreement and be attached as Exhibit A, (ii) the Statement of Terms And Conditions which is attached as Exhibit B; (iii) the Fee based on the fee schedule which is attached as Exhibit C; and (iv) the disclosures set forth in the SOAWM Form ADV.

Services to be Provided:

___ Financial Planning

___ Seasons of Advice ETF Management Program ___ Seasons of Advice Wealth Management Program

Fees:

Financial Planning: \$_____ payable _____

Investment Advisory Services will be provided for an annual fee of ____%, as a percentage of the total Assets based on the fee schedule attached as Exhibit A.

You acknowledge that you understand SOAWM's services, the Statement of Investment Policy (Exhibit A to this Agreement), and the incorporated Terms and Conditions of this Agreement (Exhibit B to this Agreement), and have had an opportunity to ask questions about them. By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

Client Name

Date

Joint Client Name

Date

Seasons of Advice Wealth Management, LLC

Date

By: _____, Investment Advisor



Investment Management Agreement

Exhibit A: Investment Policy Statement

A Statement of Investment Policy will be prepared for you by SOAWM that will be incorporated into this Agreement and be attached as Exhibit A.

[The rest of this page has intentionally been left blank.]

Exhibit B: STATEMENT OF TERMS AND CONDITIONS

Exhibit B: Statement of Terms and Conditions

1. SOAWM's Discretionary Authority and Responsibilities

You have hired SOAWM to act as your investment advisor to perform the services described in this Agreement. These services will include the management and implementation of investment policy guidelines, asset location among your accounts and entities, asset allocation among asset classes, investment managers and strategies. Our authority over your investments includes discretionary authority to purchase and sell securities for your account in accordance with your objectives communicated to us, to submit aggregated trade orders for you and others in order to obtain best execution, and to give instructions concerning these transactions to the broker-dealer(s) and other custodians with which your account(s) are held. **Unless otherwise agreed to us in writing, SOAWM is not required to first consult with you before placing any specific order or to obtain specific authorization from you for each specific transaction.**

SOAWM is acting as a fiduciary regarding its investment advisory services for you and must put your interests above its own in managing your account(s). SOAWM agrees to provide these services to you in a manner consistent with its fiduciary duty to you and the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the "Advisers Act"). Before signing this agreement and periodically during the parties' advisory relationship, SOAWM will provide, or offer to provide, you with written disclosures of any conflicts of interest that might reasonably compromise our impartiality or independence.

SOAWM represents and warrants that we (including our Investment Advisor Representatives) do not receive any compensation or other remuneration that is contingent on any client's purchase or sale of a security. SOAWM does not receive a fee or other compensation from another party based on the referral of a client or client's business, except as may be disclosed in the Firm's Form ADV Disclosure Brochure. SOAWM may refrain from rendering any advice or services concerning securities of companies in which we may have substantial economic interest or other conflict, unless we disclose such conflict to you before providing such advice or services with respect to Client's account.

When performing the services under this Agreement, we are not acting as your attorney or your accountant and none of the services rendered pursuant to this Agreement should be interpreted as legal or accounting advice. With respect to financial planning, estate planning and tax consulting, our role shall be limited to being the liaison between you and your appointed legal and accounting advisers. If you do not currently have a professional legal or accounting adviser, we recommend that you seek the advice of a qualified attorney and accountant.

SOAWM will manage your account(s) and enter into transactions in accordance with the written investment guidelines contained in the separate but incorporated Statement of Investment Policy which is attached as Exhibit A (as it may be amended from time to time upon written notice). Specifically, you grant SOAWM the full power to direct, manage, and change the investment and reinvestment of the assets in the accounts listed on the signature page (as may be amended from time to time), including the proceeds and any additions.

SOAWM may invest in securities of any kind, including but not limited to, common or preferred stock, warrants, rights, corporate, municipal or U.S. Treasury bonds or notes, and mortgage-backed securities, so long as such investments are consistent with the investment objectives set forth in the incorporated Statement of Investment Policy. We are authorized to delegate the active discretionary management of all or part of the assets in your account(s) to one or more investment managers, mutual funds or ETFs ("Independent Managers") based upon your stated investment objectives. SOAWM may also hold all or a portion of your account(s) in cash.

SOAWM will have no authority to withdraw or transfer assets from your accounts, except to a destination pre-set by the client and in accordance with Client's specific instructions to Advisor or as set forth below.

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SOAWM will monitor your account(s) on an ongoing basis and conduct periodic portfolio reviews with you. We will generally be available to discuss your account during normal business hours, we will periodically attempt to contact you, and we will attempt to meet with you at least annually to discuss your investment needs, goals and objectives. SOAWM will also review your account performance and the continued suitability of investments recommended for you at least quarterly.

You authorize SOAWM to respond to inquiries from, communicate and share information with your accountants, attorneys, advisors and other consultants or professionals as deemed necessary by us to provide our services to you and/or as requested by you.

SOAWM is responsible only for the assets in the accounts listed in Exhibit A and not for the diversification or prudent investment of any other of your assets.

Even though SOAWM has been granted discretion over your Assets, our policy is to not make any changes in the management of your Assets without having had discussions with you. In any event that we do not speak, SOAWM will manage Assets according to the Statement of Investment Policy.

2. Fees and Expenses

Client agrees to pay SOAWM a fee for its investment advisory services. This fee shall be based on a percentage of the market value of the assets under management in accordance with the Schedule of Fees attached to this Agreement and incorporated as Exhibit C, and in accordance with the procedures described in SOAWM's Form ADV.

All assets held in your account(s) will be subject to this fee, including assets, such as cash, that are temporarily awaiting investment. If you authorize SOAWM to use margin in managing the account, the market value of the account and the corresponding fee payable to SOAWM will be increased. No portion of the fee is calculated on the performance of the account(s) or on the basis of capital gains or capital appreciation of the assets in the account(s).

To the extent that you engage SOAWM any time after the first day of a month, your fee will be prorated from the date of engagement through the end of the month.

SOAWM may amend and/or increase the fees set forth in the Schedule of Fees (Exhibit C) if SOAWM provides you with written notice of the amendment 30 days in advance.

You hereby direct and authorize us to invoice the Custodian for the fee ("Fee Statement"), and direct and authorize the Custodian to deduct the amount stated in the Fee Statement from one or more of your accounts and to remit such fee to SOAWM in accordance with your instructions. You acknowledge that it is your responsibility to verify the accuracy of the Custodian's calculation of SOAWM's fee. If there is not enough liquid cash or equivalents in the account to pay the fee when due, you will instruct the Custodian to liquidate the necessary positions in the account to cover the amount of the fees due to SOAWM under the Agreement.

3. Your Responsibilities

You agree to deliver to SOAWM all account forms and other documents, including a written statement of your investment objectives, policies and restrictions, as we may reasonably require. You also agree to promptly deliver all amendments or supplements to these documents and agree that SOAWM will not be liable for any losses, costs, damages or claims arising out of your failure to provide us with any of these required documents.

You acknowledge that SOAWM's services to you depend upon the information we have concerning your net worth, income, investment goals and objectives, ability to assume risk, income needs, tax situation and

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estate plan, and other similar information. Therefore, SOAWM cannot adequately perform the Services unless you provide us with this information, update it when it changes and otherwise diligently perform your responsibilities under this Agreement. Among other things, you represent that the information set forth in the Statement of Investment Policy (Exhibit A to this Agreement) is an accurate representation of your financial position and the investment needs for the account. You will promptly inform SOAWM of any significant changes in that information. You will also provide SOAWM with any other information or documentation that we may request in connection with this Agreement or related to your investment this Agreement or the management of your accounts, including, but not limited to the information contemplated by Exhibit A of this Agreement. You are responsible for the accuracy and completeness of all information provided to SOAWM and agree that we are not responsible for any losses, costs, damages or claims caused by your failure to provide such information to us.

You also agree to give SOAWM prompt written notice of any modifications, changes or investment restrictions applicable to your account(s) and to notify us if you deem any investments recommended or made for the account to be in violation of such investment objectives or restrictions. Unless you promptly notify SOAWM in writing of specific investment restrictions on the account, investments in line with your stated investment objectives that we recommend or make on your behalf shall be deemed to be in conformity with your investment objectives.

You agree that SOAWM is entitled to rely upon the accuracy of information furnished by you or on your behalf, without further investigation. SOAWM is not required to verify any information obtained from you or your other professional advisors, such as accountants or attorneys.

You agree to notify SOAWM before making any withdrawals or transfers from your account(s) to allow SOAWM to manage the impact of the withdrawal on your account(s). If you fail to notify us of any withdrawals or transfers, SOAWM may immediately discontinue services and cancel this Agreement and will not be liable for any brokerage fees related to your failure to notify us of withdrawals and transfers. If you withdraw assets from the account, your advisory fee to SOAWM will be appropriately adjusted to reflect the withdrawal. Except as otherwise instructed by you in writing, all dividends, interest or other income earned by the account will be retained in the account(s).

If you want to make a particular investment that SOAWM did not recommend using funds in an SOAWM-managed account, you must withdraw the funds needed before making the investment to eliminate any question of responsibility for the performance of this investment. If you make trades in an account that SOAWM has not agreed to make trades in, SOAWM may immediately discontinue services and cancel this Agreement. If during the term of this Agreement, SOAWM purchases specific individual securities for the account at your direction, you acknowledge that SOAWM shall do so as an accommodation only and that you shall maintain exclusive ongoing responsibility for monitoring these individual securities and their disposition. You acknowledge and agree that SOAWM is in no way responsible for the performance of securities you purchase on your own, regardless of whether they are reflected on any quarterly account reports prepared by SOAWM.

4. Your Understanding, Acknowledgment and Acceptance of Certain Risks

You acknowledge that you understand SOAWM's services, and the terms and conditions of this Agreement and the incorporated Statement of Investment Policy (Exhibit A to this Agreement), and have had an opportunity to ask questions about them.

As more fully set forth in the SOAWM Firm Disclosure Brochure and Wrap Fee Brochure, you understand that investments made for your account are subject to general market, currency, economic, political and business risks, as well as the risk associated with investments in individual securities and agrees to accept those risks.

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You also acknowledge that SOAWM's past performance and advice cannot guarantee future results. As with all market investments, your investments can appreciate or depreciate and SOAWM does not guarantee or warrant that the services it offers will result in a profit or perform in any particular way. You also understand that there are no guarantees that your investment goals or objectives will be met or that any investment strategy selected by SOAWM for your account will be successful in achieving its long-term objectives or perform within the target risk limitations set forth in the incorporated Statement of Investment Policy. You also understand that the assets in your account(s) are not insured and that the value and return of the account(s) and the investments in the account(s) will fluctuate over time. At any point in time, your portfolio may be worth more or less than the amount originally invested.

All purchases and sales of securities pursuant to this Agreement shall be for your account and not for the account or at the risk of SOAWM. You agree to pay any debit balance in the account promptly, on demand of SOAWM or the broker carrying the account.

You understand that SOAWM will not consider any other securities, cash or other investments you own unless you have told SOAWM to do so in written instructions provided.

5. Custody of Assets and Brokerage of Transactions

You have appointed the Custodian listed for each account in Exhibit A as your broker and custodian (collectively, the "Custodian") to take and have possession of the assets (including funds and securities) in your account(s) and to execute securities transactions. Your relationship with the Custodian will be governed by a separate custody/brokerage account agreement between you and the Custodian. SOAWM shall not be liable to you for any act, conduct or omission by the Custodian in its capacity as broker or custodian. SOAWM shall not be responsible for ensuring Custodian's compliance with the terms of the brokerage account or payment of brokerage or Custodian charges and fees. You shall be responsible for brokerage expenses that are billed directly by the Custodian. If the identity of your Custodian changes, Client will provide SOAWM with prompt, written notice of the change. You authorize SOAWM to receive from the Custodian a copy of any custody agreement in effect at any time with respect to the account(s). In addition, SOAWM and you may choose to move some or all of the assets we are managing for you to another Custodian. The parties will record this agreement in a separate writing and do not need to amend this Agreement or form a new Agreement to effectuate this change.

You authorize SOAWM to direct and place all orders for the execution of transactions with or through the Custodian, give instructions to the Custodian with respect to all investment decisions regarding the assets, and request information about the brokerage account(s) from the Custodian under your independent, exclusive agreement with the Custodian. The Custodian is hereby authorized and directed to effect transactions and otherwise take such actions as SOAWM shall direct in connection with the performance of our obligations related to the assets under this Agreement. You will execute any instructions regarding our trading authority required by the Custodian.

You understand that by instructing SOAWM to execute all transactions on behalf of the account(s) through the Custodian, you may not necessarily obtain commission rates and execution as favorable as possible and SOAWM will generally not attempt to negotiate commissions on your behalf. You acknowledge that directing brokerage activities solely to the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

You acknowledge that the Custodian will provide duplicate confirmations and/or electronic access to SOAWM for all trades in Client's account. The Custodian will also promptly send you copies of confirmations of transactions executed and an inventory of investments. You will also receive regular account statements from the Custodian. SOAWM does not assume responsibility for the accuracy of information furnished by the Custodian or any other third party. At least quarterly, the Custodian will provide you and SOAWM a written statement showing the value of the portfolio at the beginning and end

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of the period as well as advisory fees and all broker and custodian fees deducted from the account during the quarter.

If you request, SOAWM will arrange for the execution of securities brokerage transactions for the account through broker-dealers that SOAWM reasonably believes will provide best execution. In seeking best execution, SOAWM will select a broker that gets Client a favorable deal based on the broker's execution quality, research and other services, commissions and fees, the quality of the brokerage services provided, and responsiveness. Although SOAWM will seek competitive commission rates, it may not always necessarily obtain the lowest possible commission rates for your transactions. Consistent with its best execution obligations, transactions for your account(s) may be effected through broker-dealers in exchange for research products and/or services that may assist SOAWM in its investment decision making process. This research will generally be used to service all of SOAWM's clients and brokerage commissions paid by you may be used to pay for research not used in managing your account(s). You may pay a broker-dealer a commission greater than another broker-dealer may charge for the same transaction when SOAWM determines in good faith that the commission is reasonable in relation to the value of the brokerage and research services received.

6. Valuations

The Custodian will perform all valuations for the account. You will receive statements from the Custodian valuing the investment positions in the account, and SOAWM may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by SOAWM regarding the value of the assets in your account.

7. Proxies

Unless we agree otherwise in writing, SOAWM will instruct the Custodian to forward copies of all proxies and shareholder communications relating to the assets in the account, including information concerning legal proceedings or corporate actions involving securities in the account to you and not to SOAWM. The Custodian, and not SOAWM, is responsible for timely transmission of any proxy materials to you. SOAWM is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in your account except as may be directed by you or otherwise required by law. You are responsible for all decisions concerning the voting of proxies for securities held in his or her account, and SOAWM cannot give any advice or take any action with respect to the voting of these proxies. Also, SOAWM shall have no responsibility to render legal advice or take any legal action on your behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. You are responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account.

8. Reports

Clients are provided with transaction confirmation notices and regular summary account statements directly from the Custodian for the client accounts. We may also provide you with a report ("Reports") that includes relevant Account and/or market related information such as an inventory of Account holdings and Account performance on a quarterly basis or as otherwise agreed upon. Reports are for informational purposes only and SOAWM takes no responsibility for the source information and accepts no liability for reliance on this data. Clients should always refer back to the Broker-Dealer or Custodian statement for accurate Asset Values.

9. Non-Exclusivity

You acknowledge and understand that we shall be free to render investment management advice to others and that we do not make our services available exclusively to you. We (and our advisory affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific

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investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Accounts, any security which we (or our advisory affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be in the best interest of the Accounts.

You also acknowledge that conflicts of interest could exist between your account and other clients including with respect to the allocation of investment opportunities, time, and resources between you and other clients. Among other things, we may be compensated differently by you than by other clients. We may determine in our sole discretion to allocate certain investment opportunities to other clients and not you, and vice versa. We may also pursue and execute trades in the same or different securities for you and other clients at different times and we may purchase or hold securities for you at the same time we sell such securities for other clients or sell securities for you at the same time that we purchase or hold them for other clients. Although SOAWM will use its best efforts to manage all client accounts consistently, factors including date of account opening, account additions, withdrawals, and different investment choices may lead to different investment performances for similarly situated clients. You also acknowledges that transactions in a specific security may not be accomplished for all clients at the same time at the same price.

10. Notices

Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in Client's investment objectives) must be in writing and shall be effective upon receipt by the other party, if delivered to the party at its mailing or email address specified in this Agreement.

You agree and consent to have SOAWM deliver or make available electronically all current and future agreements, agreement revisions, deliveries and offers of Form ADV Part 2, account statements, notices (including privacy notices), letters, regulatory communications and other information, documents, data, records and reports related to the account. Electronic communications may include email delivery and/or electronic communications via Advisor's website. You acknowledge and agree that such email delivery and electronic provision will constitute delivery. You acknowledge and agree that you must inform us in writing of any changes to your email address. You may revoke this consent to email and electronic delivery at any time by providing advance written notice to SOAWM. You understand that there are risks associated with electronic delivery of information, including the risk of system outages or interruptions, which may, among other things, inhibit or delay Client's receipt of information. SOAWM will not be liable for any interception by any third party of the information transmitted electronically. You acknowledge that it is your responsibility to immediately review communications delivered via email to the email address provided to SOAWM. At its discretion, SOAWM may still choose to send any correspondence in hard copy format. If Client withdraws this consent to receive communications electronically, SOAWM will provide the required documentation in hard copy format but reserves the right to close your account(s). You must send to SOAWM all notices, correspondence, or other communication electronically to info@soawealth.com

11. Adviser Liability

Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use (which, for purposes of clarity, means that SOAWM shall not be insulated against liability for losses you may suffer by reason of any grossly negligent decision made or grossly negligent action taken by us), (b) any loss arising from our adherence to your written or oral instructions, (c) any act or failure to act by the Custodian, any Broker-Dealer to which transactions for the Account are directed, or by any non-party, or (d) any loss that you may suffer by reason of any decision made or other action taken by any Independent Manger. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and

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therefore nothing in this Agreement will waive or limit any rights that you may have under those laws. If the Assets and Accounts subject to this Agreement contain only a portion of your total assets, we shall not be responsible for: (i) any of your assets not covered by this Agreement; or (ii) proper diversification of all of your assets.

12. Assignment

Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment. Should there be a change of control of SOAWM, the successor advisor will notify you in writing within a reasonable time after such change and continue to provide the services previously provided to you by SOAWM. If you continues to accept the services provided by the successor without written objection during the 60 days after receipt of the written notice from the successor, the successor may assume that you have consented to the assignment and the successor will become the advisor to you under the terms and conditions of this Agreement.

13. Confidentiality

Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

14. Receipt of Disclosures

You acknowledge receipt of our Privacy Policy Notice, the Firm's Disclosure Brochure and Wrap Fee Disclosure Brochure (if applicable) as set forth on Part 2A of Form ADV, our brochure supplement(s) as set forth on Part 2B of Form ADV (if applicable), or another document meeting the disclosure requirements of applicable federal or state law.

15. Client Conflicts

If this Agreement is with more than one client, you acknowledge that multiple persons have an ownership in the account and each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account(s). SOAWM will base its investment advisory services under this Agreement on your joint goals as collectively provided to us. SOAWM may rely on instructions and information we receive from either client in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement, unless and until such reliance is revoked pursuant to instructions attached to this Agreement signed by all clients. If SOAWM receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), SOAWM may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. SOAWM is not responsible for any claims or damages resulting from such reliance or accountable for any change in the relationship between joint clients. Each client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

SOAWM shall not be responsible for any claims or damages resulting from:

- a. Reliance on the instructions provided by any signatory to this Agreement;
- b. Failure to act if SOAWM receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories; or
- c. Any change in the status of the relationship between the clients.

16. Death or Disability

Upon your death we will have no obligation to take any action with respect to your Account(s) or the Assets until this Agreement is assumed by your executor or other legal representative, as permitted by applicable law, or until your executor or other legal representative enters into a new agreement with us. Your disability or incompetence will not terminate or change the terms of this Agreement unless your legal

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representative or guardian otherwise instructs us in writing.

17. Client Representations and Warranties

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with the information set forth on Exhibit A of this Agreement and represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You agree to execute any other agreements with broker-dealers, custodians, or other service providers we deem necessary in connection with this Agreement in a timely manner. You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information.

18. Retirement or Employee Benefit Plan Accounts

This section applies to an Account that is a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

If the Account is part of a Plan and we accept appointment to provide advisory services to such Account, we acknowledge that we are a "fiduciary" within the meaning of Section 1002(21) of ERISA (but only with respect to the provision of services described in Section 1 of this Agreement). We represent that we are registered as an investment adviser and duly qualified to manage Plan assets under applicable regulations.

If the Account is subject to a Plan and we are appointed as an investment adviser by the Plan's sponsor, named fiduciary, trustee, or other fiduciary under ERISA (either of the foregoing, a "Plan Fiduciary"), the Plan Fiduciary represents that (A) our appointment and services are consistent with the Plan documents, (B) the Plan Fiduciary has furnished us true and complete copies of all documents establishing and governing the Plan and evidencing their authority to retain us, (C) the Plan Fiduciary agrees to provide us with a list of persons or entities which you consider to be a "disqualified person," as that term is defined in Section 4975 of the Internal Revenue Code, as amended, or a "party in interest," as that term is defined in Section 1002(14) of ERISA, and (D) if the Plan Fiduciary has directed us to use a certain broker-dealer, we are unable to seek best execution for transactions in the Account and the Account may incur higher brokerage fees than if we were authorized to direct transactions to another broker-dealer that could provide best execution.

The Plan Fiduciary further represents that they will promptly furnish us with any amendments to the Plan, and acknowledges and agrees that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent.

If the Account contains only a part of the assets of the Plan, you and the Plan Fiduciary understand that we will have no responsibility for the diversification of all of the Plan's investments and we will have no duty, responsibility or liability for assets that are not in the Account. If ERISA or other applicable law requires

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bonding with respect to the assets in the Account, the Plan Fiduciary will obtain and maintain at the Plan's expense bonding that satisfies this requirement and covers us and any of our affiliates.

19. Entire Agreement

This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with the written consent of all parties, either in writing or electronically, except as provided above with respect to Exhibit A and Exhibit C. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

20. Waiver

No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

21. Severability

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

22. Terms of Agreement and Termination

By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications at least 30 days prior to its effective date and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party in writing as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to this Section 22. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives.

You shall have five (5) business days from the date of execution of this Agreement to terminate our services. Thereafter, this Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party and be delivered to the other party at least 30 days prior to the effective date of the termination. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate this Agreement after the commencement of a calendar billing period, the unearned portion of the fee will be promptly refunded.

23. Governing Law, Venue, and Jurisdiction

To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of

Exhibit B: STATEMENT OF TERMS AND CONDITIONS

the State of New York without regard to choice of law considerations. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction shall be brought and determined in the appropriate federal or state court in the State of New York and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

24. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

25. Section or Paragraph Headings

Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

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Exhibit C: FEE SCHEDULE

Financial Planning Fee

SOAWM Financial Planning clients will generally be charged a separate fee for financial planning that is in addition to the fee for the SOAWM Wealth Management and ETF Management programs. The fee is generally between \$500 - \$10,000 per year, however it is negotiable and in some cases it may be waived or combined with the fee for the SOAWM Wealth Management and ETF Management programs. Arrangements can be made to deduct the financial planning fee from another account (i.e. pay the fee for a retirement account from a non-retirement account, or to have the fee paid directly to SOAWM).

SOAWM ETF Management Fee

The fee for assets in the SOAWM ETF Management Program for accounts up to \$99,999 is generally negotiated but may range up to 2%. Accounts of \$100,000 or more are generally placed in the SOAWM Wealth Management Program where the fee is based on the level of assets under management calculated on a monthly basis, according to the following schedule:

| Management Fee Schedule | |
|----------------------------------|----------------------------------|
| Asset Range | Annual Management Fee (%) |
| <u>\$0-\$999,999</u> | <u>Up to 2%</u> |
| <u>\$1,000,000-\$2,499,999</u> | <u>Up to 1.75%</u> |
| <u>\$2,500,000-\$4,999,999</u> | <u>Up to 1.50%</u> |
| <u>\$5,000,000-\$9,999,999</u> | <u>Up to 1.25%</u> |
| <u>\$10,000,000-\$49,999,999</u> | <u>Up to 1.00%</u> |
| <u>\$50,000,000-\$99,999,999</u> | <u>Up to 0.75%</u> |
| <u>\$100,000,000 +</u> | <u>Up to 0.50%</u> |

The fee is payable in arrears and will be debited directly from the client's account(s) unless the client has made other payment arrangements with SOAWM. The fee will be calculated based upon the client's account average asset value for the prior calendar month and will be debited from the client's account on the first business day of the following month. If the client has multiple accounts in their household, the asset-based fee will be based on the market value of assets in the client's household.

An initial fee will be charged for new accounts that are not open a full month. The initial billing period begins when the client signs the SOAWM fee agreement and SOAWM accepts the fee agreement. The initial billing period is adjusted for the number of days remaining in the initial month and will run from the date the fee agreement is accepted through the last business day of the initial month.

Fees will be first debited from any free credit cash balance or money market in the client's account and if there is not enough available, SOAWM has the discretion to sell securities in order to make cash available for the fee.

To calculate the tiered household fee, SOAWM will use the market value of all assets under management for the client's household and multiply that amount by the fee % applicable to that tier. The result is then multiplied by an amount equal to the number of calendar days in the applicable month divided by the number of calendar days in the year (365 or 366). Arrangements can be made to deduct one account's fee portion from another account (i.e. pay the fee for a retirement account from a non-retirement account).

If SOAWM or the client terminates the fee arrangement, a pro-rated refund from the date of termination through the end of the applicable billing period will be credited to the client's account.

SOAWM Wealth Management Program Fees

The fee for assets in the SOAWM Wealth Management is generally based on the level of assets under

Exhibit C: FEE SCHEDULE

management, calculated on a monthly basis, according to the following schedule:

| Management Fee Schedule | |
|----------------------------------|---|
| <u>Asset Range</u> | <u>Annual Management Fee (%)</u> |
| <u>\$0-\$999,999</u> | <u>Up to 2%</u> |
| <u>\$1,000,000-\$2,499,999</u> | <u>Up to 1.75%</u> |
| <u>\$2,500,000-\$4,999,999</u> | <u>Up to 1.50%</u> |
| <u>\$5,000,000-\$9,999,999</u> | <u>Up to 1.25%</u> |
| <u>\$10,000,000-\$49,999,999</u> | <u>Up to 1.00%</u> |
| <u>\$50,000,000-\$99,999,999</u> | <u>Up to 0.75%</u> |
| <u>\$100,000,000 +</u> | <u>Up to 0.50%</u> |

All fees are negotiable.

The fee is payable in arrears and will be debited directly from the client's account(s) unless the client has made other payment arrangements with SOAWM. The fee will be calculated based upon the client's account average asset value for the prior calendar month and will be debited from the client's account on the first business day of the following month. If the client has multiple accounts in their household, the asset-based fee will be based on the market value of assets in the client's household.

An initial fee will be charged for new accounts that are not open a full month. The initial billing period begins when the client signs the SOAWM fee agreement and SOAWM accepts the fee agreement. The initial billing period is adjusted for the number of days remaining in the initial month and will run from the date the fee agreement is accepted through the last business day of the initial month.

Fees will be first debited from any free credit cash balance or money market in the client's account and if there is not enough available, SOAWM has the discretion to sell securities in order to make cash available for the fee.

To calculate the tiered household fee, SOAWM will use the market value of all assets under management for the client's household and multiply that amount by the fee % applicable to that tier. The result is then multiplied by an amount equal to the number of calendar days in the applicable month divided by the number of calendar days in the year (365 or 366). Arrangements can be made to deduct one account's fee portion from another account (i.e. pay the fee for a retirement account from a non-retirement account).

The fee for the SOAWM Wealth Management Program is negotiable and in some cases SOAWM may agree to a flat fee. As mentioned above, SOAWM may also agree to waive the fee or combine it with the financial planning fee.

If SOAWM or the client terminates the fee arrangement, a pro-rated refund from the date of termination through the end of the applicable billing period will be credited to the client's account.

The client's SOAWM advisor will receive compensation as a result of the client's participation in the Wealth Management Program. The amount of this compensation may be more than the advisor would receive if the client participated in other SOAWM programs or paid separately for investment advice, brokerage, and other services. The advisor, therefore, may have a financial incentive to recommend the Wealth Management Program over other programs or services.