



**NON-DISCRETIONARY INVESTMENT ADVISORY AGREEMENT**

This investment advisory agreement (the "Agreement") is made on this      day of         , 2021 between the undersigned party(ies):

Clients:		

(hereinafter referred to as "you," "your" or "Client"), and SOA Wealth Advisors, LLC (d/b/a Seasons of Advice Wealth Management), a registered investment adviser, whose mailing address is 120 W. 45th Street, 14th Floor, New York, NY 10036 (hereinafter referred to as "us," "we," "our" or "Adviser").

By each party executing this Agreement below, they acknowledge and accept their respective rights, duties, and responsibilities hereunder. Each client signs this Agreement as to each account in the client's name, including both individually titled and jointly titled accounts. This Agreement is only effective upon our execution below.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

**Services to be provided:**

- Financial Planning  Seasons of Advice ETF Management
- Seasons of Advice Wealth Management  Stewardship Personal Value Portfolios

**Fees:**

Financial Planning: annual fee of \$         , pro rated and payable         .

Investment Management: annual fee of     %, pro rated and payable monthly, as described more fully in Paragraph 2.

**By entering into this agreement, you acknowledge that you understand our services, that your investments will be managed in accordance with your Investment Policy Guidelines, and the incorporated terms and conditions of this Agreement, and that you have had an opportunity to ask questions about them.**

SOA Wealth Advisors, LLC  
(d/b/a Seasons of Advice Wealth Management)

\_\_\_\_\_  
Principal:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name:

\_\_\_\_\_  
Date

**Client Email:** \_\_\_\_\_

*By providing an e-mail address, you, the client, consent to electronic delivery of documents in accordance with paragraph 26 of this agreement.*

**1. Scope of Engagement.** You appoint us as your investment adviser to perform the services indicated above, in the manner more fully described below, and we accept the appointment.

When we agree that financial planning services are to be provided, we will review and assist you in prioritizing your goals and objectives, summarizing your current financial situation, and developing a financial plan. Our services may (but are not required to) include, without limitation, setting and tracking progress toward your goals, a plan for allocating investments among different types of assets, security and cash flow review, tax planning, and development of financial projections of the amount of assets needed at retirement.

Financial planning services will cover those areas that we determine are applicable to you based solely or primarily on the information you provide to us. You are solely responsible for providing us with information about your financial and other relevant circumstances pertaining to your financial planning, including any changes or new information during the term of this Agreement, and any financial plan will be based solely or primarily on a consideration of the information that you have provided to us.

We do not provide legal or accounting services. To assist you with implementation of your financial plan, when we believe it would be helpful to you, or if you so request, we will introduce you to third parties who provide legal, accounting or other professional services. You acknowledge that we do not make any representations or warranties regarding the services provided by any third party we introduce you to, and that you are free to engage or decline the services, as you wish.

When we agree that investment management services are to be provided, we will be responsible for the investment and reinvestment of those assets that you designate to be subject to our management (the "Assets" or "Account") in accordance with your investment policy guidelines.

You hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with non-discretionary trading authority over your Account to buy, sell, or otherwise effect investment transactions involving the Assets. We are authorized, only with your prior consent, to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds, and other securities and/or contracts relating to the same, including buying securities on margin (only if a separate written margin authorization has been granted), and including investing Assets in short-term money-market instruments, money market funds, or other cash equivalents when we deem necessary, and to give instructions in furtherance of such trading authority to the broker-dealer of the Account ("Broker-Dealer") and the custodian of the Assets ("Custodian").

You hereby also grant us discretion to hire external investment managers and/or investment management programs (collectively referred to as "External Managers") to conduct active discretionary management of your accounts. The terms and conditions under which you may engage the External Managers, which may include separate fees in addition to our Management Fee (described below), may (but are not required to) be set forth in a separate written agreement between you and the designated External Managers. You agree to execute in a timely manner any such separate written agreements with the External Managers that we or the External Managers may deliver to you. The External Managers we may recommend will not be hired or terminated without receiving your prior consent.

If utilized, the External Managers shall have limited power-of-attorney and trading authority over those Assets we direct to them for

management and they shall be authorized to buy, sell, and trade in securities in accordance with your investment objectives as communicated by us and to give instructions in furtherance of such trading authority to the Broker-Dealer and the Custodian. We are authorized to terminate or change External Managers in our sole discretion.

**2. Fees.** Our annual fee for the services provided under this Agreement shall either be a fixed fee or a percentage of the value of the Assets under our management or advisement (including 529 plans, variable annuities and other "held away" assets), as set forth in the Fee Schedule above, and as described more fully below.

Financial planning services are generally provided for a fixed annual fee, payable monthly or quarterly in advance.

The Investment Management Fee is generally an annual fee, pro rated and payable monthly, in arrears, based upon the average daily balance of your Assets in the applicable month, as determined by the account custodian or other third-party sources. Cash and accrued interest will be included for billing purposes unless we determine otherwise, in our sole discretion. Your initial fee will be pro-rated for new accounts that are not open a full month, beginning when the client signs our fee agreement and we accept 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.

The investment management fee, determined on an individualized basis, may be up to 2% of a client's assets under our management, and varies based on factors such as the amount of the client's current and potential future Assets under our management or advisement (including 529 plans, variable annuities and other "held away" assets), assets of the client's household under our management, length of our client relationship, complexity of the engagement, and whether you have selected our Stewardship Personal Value Portfolios. Our fee for the Stewardship Personal Value Portfolios is .10 bps higher than our investment management fee otherwise would be, for the additional analysis required to run the portfolios. The fee is negotiable, and in some cases, we may agree to a flat fee for investment management services. We may also choose to waive the fee or combine it with the financial planning fee.

No increase in the Management Fee shall be effective without prior written notification to you.

You hereby direct and authorize the Custodian to deduct the Management Fee from one or more of your Accounts and to disburse the Management Fee to us and/or the External Manager(s), as we deem appropriate, unless you have made other arrangements with us. You also direct and authorize us and/or the External Manager(s) to instruct the Custodian to send you a statement, at least monthly, indicating all amounts disbursed from your Accounts including the Management Fee paid from the particular Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Management Fee and that the Custodian will not determine whether the Management Fee is accurate or properly calculated.

You may make additions to and withdrawals from the Account at any time, subject to our right to terminate an Account. You may withdraw Account Assets on notice to us, subject to the usual and customary securities settlement procedures. We design our portfolios as long-term investments and Asset withdrawals may impair the achievement of your investment objectives.

**3. Wrap Arrangement.** Our Services are offered as part of a wrap arrangement, which provides you with the foregoing services without

incurring separate brokerage commissions or transaction charges for trades executed through the broker-dealer designated for this wrap fee program ("Program Broker"). In addition to the Management Fee, however, you are responsible for the other fees and expenses associated with the investment of your assets, including management fees and expenses imposed directly by a mutual fund, index fund, exchange traded fund, any External Manager, sub-adviser, 401(k) or 529 plan or alternative investment which shall be disclosed in the fund's prospectus or private placement memorandum, fees related to alternative investments, mark-ups and mark-downs, spreads paid to market makers, step-out fees, any "trade away" fees and execution costs for any transactions executed away from the wrap program broker-dealer, wire transfer fees and other fees and taxes on brokerage accounts and securities transactions. These fees are not included within the wrap fee you are charged by our firm.

Securities transactions may be aggregated, consistent with the duty to seek best execution. We may (but are not obligated to) "batch" such orders to obtain best execution.

**4. Custodian.** Your Assets will be held in the custody of a Custodian meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Advisers Act. We are authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to trading of the Assets.

**5. Risk Acknowledgement.** We do not guarantee the future performance of your Account, any specific level of performance, the success of any investment recommendation or strategy that we may recommend, or the success of our overall management of the Account. You understand that our investment recommendations for your Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

**6. 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 investment 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, (b) any loss arising from our adherence to your written or oral instructions, or (c) any act or failure to act by the Custodian, any Broker-Dealer to which we direct transactions for the Account, 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 External Manager. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

If the Account contains only a portion of your total assets, we shall not be responsible for diversification of all of your assets.

**7. Proxies.** Unless we agree otherwise in writing, we are precluded from and you shall be responsible for: (a) directing the manner in which proxies solicited by issuers of securities you beneficially own shall be voted, and (b) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the securities in the Account. You authorize and direct us to instruct the Custodian to forward to you copies of all proxies and shareholder communications relating to your assets subject to this Agreement, except that Clients enrolled in the Seasons of Advice ETF Management Program designate Schwab to vote

proxies for the ETFs held in their accounts.

**8. Reports.** Unless otherwise agreed upon, you will be provided with transaction confirmation notices and regular summary Account statements directly from the broker-dealer or custodian for your Account(s). You will also receive a report from us that may include such relevant Account and/or market-related information such as an inventory of Account holdings and Account performance on a periodic basis.

**9. Non-Exclusivity.** You acknowledge and understand that we shall be free to render investment 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 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 Account, 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 Account.

**10. Notices.** Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above or to a valid e-mail address, unless either party has notified the other party of another address in writing. Trade orders may not be submitted by e-mail, voicemail, or other electronic means. Except for decisions regarding the purchase and/or sale of specific investments, all of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction unless and until we have been advised in writing of changes thereto.

**11. Assignment.** This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either party without the prior consent of the other party. Notwithstanding the foregoing, we may assign this Agreement if we notify you that we intend to assign this Agreement or may be taking actions that could otherwise be deemed to be an assignment of this Agreement for purposes of applicable law or regulations, and your consent will be deemed to have been granted via "negative" consent if you do not respond in writing, within a reasonable period of time following delivery of such notice, requesting the termination of this Agreement. Both parties acknowledge and agree that transactions that do not result in a change or actual control of management shall not be considered an assignment.

**12. Confidentiality.** Except as required by applicable law, rule or regulation, and except as permitted in our privacy policies, 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.

**13. Receipt of Disclosures.** You acknowledge receipt of our Privacy Policy Notice, written disclosure brochure as set forth on Part 2A of Form ADV or Wrap Fee Program Brochure, our brochure supplement(s) as set forth on Part 2B of Form ADV (if applicable), and Form CRS (collectively, "Brochures").

**14. Client Conflicts and Joint-Clients.** If this Agreement is with more than one client, our services shall be based upon the joint goals as communicated to us by the joint-clients, collectively. Thereafter, we are authorized to rely upon instructions and/or information we

receive from either joint-client, unless and until such authorization is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the joint-clients. Each client grants the authorities and discretion in this Agreement as to each individual and joint account in the client's name, including, but not limited to, the authorities and discretion granted in Paragraph 1 above.

**15. Arbitration.** Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

You understand that 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.

**16. Death or Disability.** If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice. If we are unable to provide advice to your account(s) because of your death, your disability, or other events related thereto (including, but not limited to, loss of access or privileges to your accounts held at one or more custodians), we may in our discretion terminate this Agreement. In the event of your death, we are entitled to continue to bill your account while providing information and services to your estate to facilitate the transition of the assets of your estate.

**17. Client Representations and Warranties.** You represent that you are the sole beneficial owner(s) of the Assets in the Account. Neither you nor your Account or the Assets therein is affected by any lien, court order, agreement or other restriction affecting the management of the account which has not been disclosed to us in writing. You have the full legal power and authority to enter into this Agreement, and 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 the Client Profile 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 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 if we (including our individual adviser representatives) provide investment management services or investment advice,

within the meaning of ERISA Regulation 2510.3-21(a), with respect to any Assets that are (i) held in an account that is part of an employee benefit plan described in section 3(3) of the Employee Retirement Income Security Act (an "ERISA Account"); (ii) held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), or (iii) held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), (each, a "Retirement Account" and collectively, "Retirement Accounts"). We represent that we are registered as an investment adviser under the Investment Advisers Act of 1940 and duly qualified to advise about Retirement Account assets under applicable regulations. We acknowledge that we are acting as a "fiduciary" within the meaning of Section 3(21)(A) of ERISA and/or Section 4975(e)(3) of the Code, as the case may be, with respect to the provision of such investment management services and/or investment advice to Retirement Account assets. You acknowledge the following with respect to such investment management services and/or investment advice: (A) such services are authorized under the governing documents for such Retirement Accounts, (B) our investment recommendations and decisions shall be subject to the governing documents of such Retirement Accounts and in the case of an ERISA Account, may be limited to the investment alternatives provided under the ERISA plan of which such ERISA Account is a part, (C) if we are providing non-discretionary investment management services with respect to Assets in your ERISA Account, then you hereby appoint us as an "investment manager" as defined in Section 3(38) of ERISA with respect to the ERISA Account Assets, and we hereby accept the appointment and agree to provide investment management services for the ERISA Account, (D) in the case of an ERISA Account, in the event the Plan sponsor will not permit us direct access to the ERISA Account Assets to effect Plan transactions, you acknowledge and understand (i) we will not receive any communications from the Plan sponsor or custodian, and it shall remain your exclusive obligation to notify us of any changes in investment alternatives and restrictions pertaining to the ERISA Account Assets; and (ii) we shall not be responsible for any costs, fees, damages, or penalties resulting from your failure to so notify us, (E) in performing such services, we do not act as, nor have we agreed to assume the duties of, a trustee or the administrator, and we have no discretion to interpret the Retirement Account governing documents to determine eligibility or participation under the Retirement Account, or to take any action with respect to management (except as described in this Agreement), administration or other aspect of the Retirement Account, (F) we do not reasonably expect to receive any compensation, direct or indirect, for such services other than the compensation described herein and if we receive any other compensation for such services we will (i) offset that compensation against our stated fees, and (ii) will disclose to you the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of our arrangement with the payer, (G) you independently made the decision to enter into this Agreement and you were not influenced by our status as a service provider under any other agreement, and (H) you acknowledge that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c) (with respect to the provision of investment management services and/or investment advice to an ERISA Account), which disclosures you have received reasonably in advance of entering into this Agreement.

**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 supersede all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. We may amend this agreement with reasonable notice to you. 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 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. 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. 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. 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, the balance (if any) of our unearned fees shall be refunded to you and the balance (if any) of our earned fees shall be charged to you.

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 the State of New York without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement 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 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.

26. **Consent to Electronic Delivery.** By providing us an e-mail address, you elect to receive written communications and documents from us electronically, including via e-mail, without also receiving paper copies. These documents ("Documents") include, but are not limited to: (i) the Brochures and any periodic update or summary of material changes thereto; (ii) disclosure documents; (iii) documents and other materials concerning our Firm, your account and investments; and (iv) documents and other materials related to servicing and/or managing your accounts, including materials related to investment offerings or products. This consent may be revoked at any time, and you may elect to receive paper copies by informing us of this change in writing. You hereby acknowledge that it is your responsibility to review communications delivered electronically. You understand that you may incur costs such as Internet access fees and other online charges by agreeing to receive client communications electronically. You understand that certain risks are associated with the transmission of confidential information, electronic delivery notifications, and other communications through the Internet including, but not limited to unauthorized access, systems outages, delays, and disruptions in telecommunications services. The Documents sent to you electronically may not be encrypted. Although the Documents and the manner of their delivery are not intended to contain personally identifiable information, they may contain in their design part or all of your name or other identifier that could be seen or intercepted by others. You agree to hold us and our affiliates, directors, officers, members, managers, employees, agents, successors, and assigns free from any damages related to or arising from the delivery of client communications electronically, including via e-mail.

