



WEALTHWATCH
ADVISORS

Investment Advisory Agreement

Non-Managed Accounts

August 18, 2023

**8310 South Valley Highway
Suite 107
Englewood, CO 80112
(855) 822-3708**

wealthwatchAdvisors.com



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Non-Managed Investment Advisory Agreement

This Agreement governs the investment management services provided by Wealth Watch Advisors, Inc. (“WWA”) and the Investment Advisory Representative of WWA (“Advisor”) to the Client(s) identified and signing below (“Client”) with respect to the brokerage and/or custodial account(s) identified on the signature page of this Agreement (your “Account”).

1. Defining a Non-Managed Account

A Non-Managed account under WWA is defined as an account that is opened in order to house investments that arrive at Charles Schwab in-kind via incoming transfer from an outside account that the Client intends to hold in-kind for an extended period of time, or indefinitely, so that the total account value may be charged at a lower billing rate compared to the higher standard Managed account rate. The option to open a Non-Managed account under WWA is provided to the Client as a courtesy, in order to allow for both the Client and the Advisor to maintain online visibility over the account at Charles Schwab for convenience and consolidation purposes, without comingling the Non-Managed assets within a Managed account.

The primary objective for a WWA Client is to participate in the actively Managed account program, and so a Non-Managed account should be opened only as a supplemental add-on to a Managed account. The only exception to this is in relation to CIM Opportunity Zone funds which WWA requires be held inside Non-Managed accounts. A Non-Managed account is not intended for a Client or an Advisor to place trades in the account directly online or by phone at the custodian. A Non-Managed account is not intended to operate as a retail account and therefore the Client is not permitted by WWA to place unique trades of their choosing online or over the phone. An Advisor shall not provide a Client unique investment advice on assets held within a Non-Managed account that are outside of the investment models actively managed by WWA and their third party affiliates, or outside of any pre-approved investment product.

Non-Managed accounts are intended for liquidating transactions only, for the purpose of a cash withdrawal or transition into a Managed account. The new purchase of any investment at the custodian of WWA pre-approved investment products is not permitted within a Non-Managed account. All in-kind holdings within a Managed account must have transferred in-kind from a previous account. All liquidation decisions must be driven by the Client and trade requests must be communicated by the Client to the Advisor in writing. CIM Opportunity Zone funds and Structured Notes are considered pre-approved investment products.

CIM Opportunity Zone funds are available to WWA Clients and are required to be housed within Non-Managed accounts. This enables the Client to be charged a lower overall billing rate and ensures that these products are not comingled with actively Managed investment models. Advisors are permitted to provide advice on these pre-approved products only within Non-Managed accounts. A unique disclosure supplement titled “CIM Opportunity Zone Disclosures & Acknowledgements” is required in addition to this agreement when investing in a CIM Opportunity Zone.

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Clients are permitted to open standalone Non-Managed accounts without the need for a primary Managed account in the case of housing CIM Opportunity Zone products and Structured Notes only. Structured Notes may be housed within Managed accounts and comingled with other Managed assets under WWA if the Client and Advisor agree to the higher managed fee agreement rate.

2. Risk Assessment & Investment Recommendation Disclosure

When the Advisor begins a working relationship with the Client, they will discuss the Client's individual financial circumstances, current investments, goals, objectives, and time horizon. The Advisor will ask the Client to complete a Client Profile Questionnaire, as well as a Risk Assessment Questionnaire within an approved compliance software. The Client Profile will help the Advisor to gather information regarding the Client's current investments, income, tax levels, net worth, and the like. The Risk Assessment Questionnaire will help the Advisor to calculate a suitable risk category for the Client through a series of behavioral questions and weighted answers. The results of both Questionnaires will help guide the Advisor to a suitable investment strategy specific to the Client's financial situation.

The Advisor will prepare for the Client's written approval a document titled ("Risk Assessment & Investment Recommendation Disclosure") that demonstrates the calculated risk category results of the Risk Assessment Questionnaire and acknowledges various disclosures. This document is required to be executed and on file for each household with a Managed account prior to actively managing the account, although Non-Managed accounts do not require this form specifically. Assets the Client plans to hold in-kind within a Non-Managed account should always be taken into consideration when discussing current investments, goals, objectives, and time horizon with the Advisor and when completing questionnaires. Doing so is critical in capturing the full scope of the Client's financial circumstances, even though the investments within a Non-Managed account will not be actively managed by WWA.

As time passes, the Client shall promptly tell the Advisor of any material changes to their financial circumstances so that the Advisor and Client may discuss whether the Client's investment strategy is still suitable. The Advisor will rely upon information provided by the Client without any additional verification.

3. Investment Risks and Rewards

All investments have various degrees of risk that are affected by events and circumstances beyond the control of WWA or the custodian. Assets held within a Client's Non-Managed Account are subject to market, currency, economic, political and business risks. Many of these risks are described in the Advisor's firm brochure (Form ADV, Part 2A), previously delivered to the Client. Typically, investments that offer the potential for greater returns also pose greater risks. The potential for high investment returns may entail the potential for significant risks of loss. There can be no assurance that the assets held within a Non-Managed account will result in achieving the Client's identified investment goals and objectives. The Advisor cannot promise or guarantee the future performance of the Client's Non-Managed Account, potential financial gains, or the avoidance of financial losses. Depending on the investments within the Non-Managed account, the Client's account could suffer significant losses including loss of principal. Investments may contain or utilize leverage which involves a high degree of risk. The use of leverage within any investment has the potential to magnify both financial gains and

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losses and will increase the volatility of the investment. The Advisor does not guarantee the future performance of assets within Non-Managed accounts.

4. Appointment; Limited Power of Attorney; Discretionary Authority

While the Advisor does not have discretion to transact within Non-Managed accounts without direction from the Client under the terms of this WWA Non-Managed Investment Advisory Agreement, the Client does grant the Advisor limited discretionary authority on their Account by signing the Charles Schwab Account Application in order to process requests at the custodian. Once a Client signs the Charles Schwab Account Application, the Client is granting the Advisor limited discretionary authority to transact within the account through the purchase, sale, exchange, redemption, conversion, or other disposition of investments, income, or proceeds deposited and held in the Account. The Advisor may take all of these actions on the Client's behalf without the Client's prior knowledge, consent, or approval in order to process service and transactional related requests at the discretion of the Advisor or WWA, subject to any limitations provided by the Client in writing. All transactions in the Account to this discretionary authority shall be solely for the benefit and risk of Client. In order to evidence the Advisor's limited discretionary authority, Advisor may provide third parties with a copy of the Charles Schwab agreements. If required by a qualified custodian or other third-party service provider for the Account, as identified below, Client agrees to provide Advisor with a limited power of attorney to evidence Advisor's authority over the Account. Such third-party agreements and limited powers of attorney will remain subject to the limitations under this Agreement. All assets under Advisor's management shall be held or distributed in Client's name or as Client otherwise directs Advisor in writing. Except for authorized management fee withdrawals, Advisor shall not have custody or possession of Client's funds, cash, checks, securities, or other property.

5. SubAdvisory Services

SubAdvisory services are defined as third-party investment management firms that actively manage investment models within Managed accounts under WWA. Access to SubAdvisory third-party affiliate model management services is not available on Non-Managed accounts in accordance with this Agreement.

CIM Opportunity Zone products are available to WWA Clients and are required to be housed within Non-Managed accounts in order to provide the Client with a lower overall billing rate and to ensure these products are not comingled with actively Managed investment models. CIM Group and their third-party affiliates are responsible for the internal management of Opportunity Zone products and are not considered a SubAdvisory service under this Agreement. First Trust and their third-party affiliates are responsible for the internal management of Structured Note products and are not considered a SubAdvisory service under this Agreement in relation to Structured Notes only.

6. Model Portfolios

The Client's account will not be actively managed by WWA or their third-party investment model affiliates in accordance with this agreement and in relation to active investment models. CIM Group and their third-party affiliates are responsible for the internal management of Opportunity Zone products and such products are not considered mode portfolios under this Agreement. First Trust and their third-

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party affiliates are responsible for the internal management of Structured Note products and such products are not considered model portfolios under this Agreement.

7. Reports

Charles Schwab will provide reports showing assets and market values for each investment within a Non-Managed account through their custodial website. The Client understands that performance reports and the like may also be generated by the Advisor using internal software provided by WWA. Cost Basis data is available online at the custodian.

8. Custody Services

The Advisor does not provide custody services and the Advisor will not have possession or custody of the Client's cash, checks, securities, or other property.

a. Custodian Selection. The Client has selected and direct the Advisor to use the custodian designated on the signature page (the "custodian") to hold the Client's Account. The Client reasonably believes the custodian meets the requirements of a "qualified custodian" in SEC Rule 206(4)-2, Custody of Funds or Securities of Clients by Investment Advisors. The Client authorizes the Advisor to enter into one or more custodial agreements with the custodian and the Client agrees to be bound by its terms and conditions. The custodial agreement will govern the custodial-related aspects of the Client's Account.

b. Client's Account. The Advisor will not actively manage assets held in the Client's Account pursuant to the terms of this Agreement. All transactions in the Client's Account are solely for the Client's benefit and risk. The Client may make deposits to the Account at any time, unless prohibited by law. The Client may withdraw or transfer cash or securities from the Account at any time, but the Advisor does ask that the Client provide the Advisor with prior notice so that the Advisor may plan accordingly. The Advisor is not responsible for transfers or withdrawals the Client may make from the Account or any investment directions, limitations, or restrictions that the Client may give the Advisor.

c. Account Transactions. The Client authorizes WWA to give instructions to the custodian to place liquidating transactions only within the Client's Account based on specific written instructions from the Client to the Advisor. The Client authorizes the custodian to follow those instructions to effect transactions, deliver securities, make transfers and payments, deduct fees and charges, and take other actions with respect to the Client's Account. Any withdrawals, transfers, or other distributions the Advisor may direct from the Client's Account may only be made in the Client's name and sent to the Client's latest known address, or to another account titled in the Client's name, except: (i) the settlement of transactions for the Client's Account; (ii) the payment of the Advisor's fees; (iii) the payment of fees and charges by the custodian; and (iv) as the Client may direct the Advisor in writing. The Client is not responsible for the custodian's errors, actions, or omissions but, without assuming any obligation, the Advisor will help the Client to resolve them.

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d. Account Statements. The custodian will provide access for the Client to download or review periodic account statements, at least quarterly, indicating all amounts withdrawn or disbursed from the Client Account, including the Advisor's fees, and all transactions occurring in the Client's Account during the period covered by the statement. Typically, those statements will also include a summary of the Client's investment positions and their values at the end of the reporting period. The Advisor will rely upon these account statements. The Client must promptly review these statements and immediately notify the Advisor if the Client has any concerns or believe any action or omission for the Client's Account was in error or was contrary to the Client's risk assessment results or any other instructions the Client may have given. Contact the Advisor immediately if the Client does not receive an account statement from the custodian. The custodian will send or make available to the Advisor copies of the Client's account statements.

9. Fees and Expenses

a. Fee Schedule and Calculation. The Client will pay or cause to be paid to the Advisor the fees set forth on Attachment 1—Fee Schedule of this Agreement. The Advisor may modify the fees from time to time upon 30 days prior written notice to the Client. The Advisor may terminate this Agreement at that time if the Client does not accept the change to the fees. The fees described in this paragraph and the Attachment 1—Fee Schedule of this Agreement shall constitute the entire compensation to which the Advisor will be entitled for the services provided to the Client, including processing account paperwork, transactions, and any account service-related work at the request of the Client. The Advisor will not be compensated on the active Management of the account, basis of a share of the Client's capital gains, or a share of the capital appreciation of the investments held in the Client's Account.

b. Fee Payment Frequency and Basis. The fees will be calculated, accrued, and due monthly in advance. The fees are based on the previous month-end value of the Client's Account as reported by its custodian. Cash balances and investments in money market funds, demand deposit accounts, and certificates of deposit held at banks or brokerage firms and covered by the Client's Account are included in the management fee calculations.

c. Fee Payment Method. The Client hereby authorizes the fees to be directly deducted and paid by the custodian from the Client's Account. If necessary, the Client authorizes the Advisor to liquidate investments in the Client's Account in order to pay the fees based on specific sale instructions provided by the Client. The Client may terminate this fee deduction authorization at any time by giving the Advisor or the custodian written notice. The amount of fees deducted will be shown on the custodian's periodic account statements. Typically, the custodian will not verify the fee calculation. The Client should verify the fee calculation.

d. Expenses. In addition to the fees, the Client is also responsible for the fees and expenses charged by the custodian, any third-party Broker-Dealer used by the custodian, and any other third-party product or service provider. The value of investments in mutual funds, public or private investment companies, or insurance products, will be included in calculating the fees. Typically, these investment products charge and deduct from the fund or an insurance



company's separate account various management fees, share-holder servicing fees, fund expenses, and sometimes distribution fees that are borne by all of its investors. If the fund imposes sales charges, the Client may also pay an initial or deferred sales charge. These fees, expenses, and charges are disclosed in the prospectus, offering document, or contract pertaining to the investment, which are available upon the Client's request. Consequently, for these types of investments the Client is directly and indirectly paying two levels of Advisory fees and expenses, that is, the fees the Client pays to the Advisor and the Client pays fees and expenses charged by the mutual fund, insurance company, or other investment company to all of their investors. If the Client's investments are held inside of a variable annuity the Client will also incur and be responsible for any contract fees, mortality and expense fees, and other charges that the insuring insurance company may assess. These fees are detailed in the annuity prospectus and contract that Client received. Please note that an insurance company may assess additional fees on accounts. This fee will not be deducted from the contract in the same manner as Advisor's fees are deducted. These fees are assessed directly to the holdings within the contract. As a result, the performance of assets inside a variable annuity may vary from the performance of assets held outside of a variable annuity.

10. Client Responsibilities

The Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement as pertains to Client's investment objective, needs and goals, and to keep further informed by any changes regarding same. The Client acknowledges that that Advisor cannot adequately perform its services for the Client unless the Client diligently performs his responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon. Client shall communicate to Advisor promptly, in writing, any material changes in such information. Client acknowledges and understands that the service to be provided by Advisor under this Agreement is limited to the general administrative servicing of the assets, not including active account management, and does not include financial planning or any other related or unrelated services.

11. Conflicts of Interest and Other Disclosures

Advisor is registered as an "investment Advisor" with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act"), and the Advisor is notice-filed in those states where this is required by state securities laws. The Advisor's firm brochure (Form ADV, Part 2A) discloses important information about the Advisor, services, conflicts of interest that may arise with respect to the Advisor's services, implementation of the Advisor's services, and business relationships that the Advisor or its representatives may have with other product or service providers. Ask the Advisor if there is anything in this information that the Client does not understand or is a concern to the Client.

12. Brokerage/Execution Services

- a. The Advisor will arrange for the execution of securities brokerage transactions for the Account through Broker-Dealers that Advisor reasonably believes will provide "best execution." In seeking best execution, the determinative factor is not the lowest possible commission cost but

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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, and responsiveness. Accordingly, although Advisor will seek competitive ticket charges, it may not necessarily obtain the lowest possible ticket charges for Account transactions. The Account may pay to a Broker-Dealer a commission or ticket charge greater than another qualified Broker-Dealer might charge to affect the same transaction where Advisor determines in good faith that the commission is reasonable in relation to the value of the brokerage services received.

b. Transactions for each Client account generally will be affected independently, unless Advisor decides to sell the same securities for several Clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution or to allocate equitably among Advisor's Clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among Advisor's Clients in proportion to the sale orders placed for each Client account on any given day. To the extent that the Advisor determines to aggregate Client orders for the sale of securities, including securities in which Advisor's principal(s) and/or associated person(s) may invest, the Advisor shall generally do so in accordance with the parameters set forth in SEC No-Action Letter, SMC Capital, Inc. The Advisor shall not receive any additional compensation or remuneration as a result of the aggregation.

c. The Advisor may execute cross trades on behalf of its Clients. A cross trade occurs when the Advisor affects a transaction between two Clients (e.g. having Account A purchase securities directly from Account B). In a cross-trade transaction, the Advisor receives no compensation other than its Advisory fee. However, there is a conflict of interest because the Advisor is acting as an Advisor for both the buyer and seller of the security. The Advisor mitigates this conflict of interest by acting as a fiduciary for both Clients. It also follows the following policy that it will not affect a cross trade for Clients unless it has determined that no Client will be disfavored by cross trading and the trade is affected at a price determined by an independent pricing mechanism and such pricing mechanism is documented as to each cross trade.

d. When trade errors occur, it is the Advisor's policy to ensure that the error is immediately corrected without impacting the Client. Upon recognition of the error the Advisor moves the trade to its trade error account and the Client will be returned to his/her previous position. All trade error losses are returned to the Client. All trade error gains are kept in the trade error account for at least one year to offset future trade error losses. After one year or when dictated by the trade error account's custodian, trade error gains may be donated to a charity. The definition of a trade error may be determined at the discretion of WWA and does not include any errors caused by a violation of the Trading and Transacting Best Practices mentioned below.

13. Directions to the Advisor

All directions by the Client to the Advisor (including notices, instructions, and directions relating to changes in the Client's investment objectives) shall be in writing. The Advisor shall be fully protected in

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relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

14. Trading and Transacting Best Practices

All requests related to trades or transactions within both Managed and Non-Managed accounts at Charles Schwab are required to be submitted in writing through the Operations Team at WWA using the correct process. In other words: Clients, Advisors, and Advisor office staff members should not trade or transact within accounts directly at the custodian over the phone or online. Trading or transacting includes liquidating assets, initiating one-time or scheduled distributions, withdrawals or contributions, and submitting any buy or sell trade instructions. Clients are required to discuss cost basis figures with their Advisor and make adjustments to trading instructions when deemed necessary prior to submitting trade instructions to WWA given that WWA is not assessing cost basis prior to executing trade instructions from Advisors. Failure to adhere to the required best practices may result in trade errors with potential negative costs to WWA depending on market conditions. WWA may not be obligated to correct trades, or to absorb the negative cost of trade errors related to a violation of trading and transacting best practices. Specifically, any negative cost to WWA as a result of a trade error caused by Client may be charged to the Client's Charles Schwab account at the discretion of WWA. Any negative cost to WWA as a result of a trade error caused by an Advisor may be deducted from the Advisor's monthly fee payment at the discretion of WWA.

15. CIM Opportunity Zone Products

CIM Opportunity Zone products are available to WWA Clients and are required to be housed within Non-Managed accounts in order to provide the Client with a lower overall billing rate and to ensure these products are not comingled with actively Managed investment models. Advisors are permitted to provide advice on these pre-approved products within Non-Managed accounts. A unique fee schedule and disclosure supplement is required in addition to this agreement when investing in a CIM Opportunity Zone.

16. Term and Termination

This Agreement will continue in effect until terminated by either party by written notice to the other (email notice will not suffice), which written notice must be signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay the Advisor's fees (prorated through the date of termination). Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. The Client has a right to terminate (including for nonperformance) this Agreement without cost or penalty within five (5) calendar days after entering the Agreement. After the fifth day, the Client may terminate (including for nonperformance) this Agreement by giving the Advisor ten (10) days written notice. In this event, a pro-rata amount of the monthly fee shall be calculated, and any refund will be sent to the Client. The pro-rata amount will be based upon the Account's value on the termination date and the number of days services were rendered during the termination month.

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17. Confidentiality

Any information provided to the Advisor about the Client, the Client's family, or the Client's financial needs, objectives, or circumstances will be kept confidential except insofar as required by law and as described in the Advisor's privacy notice, as it may be amended from time to time. The Advisor may provide information regarding the Client and the Client's Account to the SubAdvisor, the custodian, any mutual fund companies, and any insurance companies handling or holding investments for the Client's Account. The Advisor may provide information to the Client's family members, the attorneys, accountants, or other professionals whom the Client may identify to the Advisor from time to time. The Advisor may also provide information to other persons as reasonably necessary in performing the Advisor's services as permitted by applicable law and described in the Advisor's current privacy notice. The Client agrees to treat confidentially the Advisor's investment advice and investment recommendations and decisions; no other person shall be entitled to rely upon them.

18. Proxy Voting

The Advisor does not vote on any proxy statements that are solicited with respect to an annual or special meeting of shareholders of securities held in the Account. With the Client's written notice all proxy solicitation materials will be forwarded to Client for response and voting. Clients can contact their investment Advisor representative with any questions.

19. Limited Liability

Except as may otherwise be provided by law, the Advisor will not be liable to the Client for any loss (i) that the Client may suffer as a result of the Advisor's good faith decisions or actions where the Advisor has exercised the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following the Client's investment decisions or instructions; (iii) caused by the SubAdvisor, the custodian or any other third-party providing services to the Client or for the Client's Account; or (iv) caused by any investment that is outside of the investment models actively managed by WWA and their third party affiliates, or outside of any pre-approved investment product. Federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and by entering this Agreement the Client is not waiving or limiting his or her rights under those laws.

20. Applicable Law

This Agreement supersedes and replaces, in its entirety, all previous investment Advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be within the State of Colorado.

21. Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

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22. Client's Acknowledgement and Authority

Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The person named as Client representative is duly authorized to act on Client's behalf with respect to the Account. Advisor shall be permitted to rely, without independent verification, upon the directions and instructions of the person or any other representative with apparent authority to act on Client's behalf. The Client correspondingly agrees to immediately notify the Advisor, in writing, in the event that either of these representations should change.

23. Client Conflicts

If this Agreement is between the Advisor and related Clients (i.e. husband and wife, life partners, etc.), Advisor's services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the Advisor. The Advisor 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 Clients.

24. Non-Exclusive Management

Advisor, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other Clients, as the Advisor does for the Account. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon the Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which the Advisor, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of the Advisor such investment would be unsuitable for the Account or if the Advisor determines in the best interest of the Account it would be impractical or undesirable.

25. Death and Incapacity

The Client's death or adjudication as legally incapacitated will not terminate or change the terms of this Agreement or have any effect until the Advisor receives actual notice, at which time the contract will be void. However, the Client's personal representative, guardian, attorney in fact, or other authorized representative may terminate or maintain this agreement by giving the Advisor written notice. The Client's acknowledges that the custodian may not permit any further account transactions until such time as appropriate documentary authority is provided to the custodian.

26. Custodian Retail Account Conversions

WWA Client accounts held at Charles Schwab may be converted from Schwab Institutional to Schwab Retail at the discretion of WWA. A retail account conversion removes WWA authorization and management services from the Client account, including trading discretion, billing permission, and online visibility. Circumstances prompting a retail account conversion may include but are not limited to: the failure of a Client to respond to their Advisor, to complete necessary WWA contractual paperwork, to comply with compliance requirements, to adhere to the trading and transacting best practices, etc.

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An account may also be converted to retail if the assigned Advisor is no longer associated with WWA. After a retail conversion, Clients may receive a written notice from WWA, and will receive a written notice from Schwab Retail directly to their address of record. Charles Schwab remains the underlying custodian, and Clients retain their account ownership and online access throughout the transition.

27. Entire Agreement

This Agreement constitutes the entire agreement between Client and Advisor with respect to the Account. Advisor may amend this Agreement by providing Client with 30 days' prior written notice. Client is free to terminate this Agreement, as provided above, if the change is not acceptable. In the event that any provision of this Agreement is declared to be invalid, such declaration shall not be deemed to affect the validity of any of the other provisions of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard for conflict of laws principles.

28. Notices

All required notices shall be in writing and directed to the addresses indicated above, or to such other address as may be designated for this purpose by Client or Advisor from time to time. Notice shall be deemed delivered and effective after five days if sent to the last designated address by ordinary United States mail.

29. Assignment

No "assignment" (as that term is construed under the Federal Advisers Act or similar state statutes or rules) of this Agreement may be made by Advisor without Client's consent. The Client's consent may be given orally, in writing, or by implied consent permitted under applicable laws, rules, and interpretations. Client's consent to an assignment may be conclusively presumed if Advisor provides Client with written notice describing the proposed assignment with an opportunity and method to terminate this Agreement not less than 30 days prior to the event and, thereafter, Client continues Advisor's services under this Agreement without oral or written objection or contract termination. Any corporate reorganization or change in ownership of Advisor that does not result in a change of control of Advisor is not an "assignment" for this purpose.

30. Electronic Delivery of Documents

Client may elect to receive electronic delivery of all documents from Advisor in the signature block below; if Client makes this election, then Client will generally not receive a paper copy. Client can withdraw this consent at any time at no cost by sending Advisor written notice. Allow Advisor ten business days to implement this change. Client's consent to electronic delivery of documents will apply to all records and documents related to Client's Designated Account disclosures, newsletters, and other notices regarding Client's Designated Account and such other documents, as Client may make available from time to time. Client may request a paper copy of any document delivered electronically at no cost by calling Advisor. Please allow ten business days for processing the request. Requesting a paper copy will not affect Client's participation in the electronic delivery of documents. In order to access documents electronically, Client will need a personal computer with internet access through an Internet Service Provider (ISP) and an email address. Client may download Adobe Reader at no cost on the Internet at <http://www.adobe.com>, but all other software, hardware and systems must be provided at

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Client's cost. Client represents that his/her/its email address set forth on the signature page of this Agreement is a current, valid email address. In the event Client changes his/her/its email address, Client must notify Advisor immediately by contacting Advisor. If Advisor is repeatedly unable to deliver Client's electronic document(s) to the specified email address, Advisor reserves the right to terminate the electronic delivery of documents service and deliver the documents to Client via U.S. mail.

31. Binding Arbitration

NOTE: If Client has signed a securities brokerage account agreement, Client will also be subject to binding arbitration with respect to claims involving that brokerage firm and its registered representatives under the terms of that agreement.

The parties waive their rights to seek remedies in court, including any right to a jury trial. If any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or the Account cannot be settled through negotiation within 10 business days or such other period agreed to by the parties, the parties shall first try in good faith to settle the dispute by mediation administered by JAMS, the American Arbitration Association, FINRA, or another similar group as may be agreed to by the parties. The parties agree that any dispute that cannot be resolved through negotiation and mediation as described above within 30 days or such other period agreed to by the parties shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the county and state of the principal office of Advisor at the time the dispute arises. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of Colorado to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by law to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction in the county and state of the principal office of Advisor at the time the award is rendered or as otherwise provided by law. Anything in this section or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws. The Client agrees and understands that any ruling in favor of WWA and/or a WWA Investment Advisor Representative, the Client will be held liable for the legal fees associated with such arbitration ruling.

32. Disclosure Statement and Privacy Notice

You acknowledge receipt of Part 2a and Part 2b of Form ADV (the "Disclosure Statement") and the privacy notice at or before the execution of this Agreement. This Agreement, including the agreement to

Initials



binding arbitration of disputes in Section 31, has been signed and delivered by their duly authorized representatives on the date indicated below.

33. Technology Fees

In addition to the Advisory fees the Advisor charges, WWA, Inc. also assesses an annual technology and administrative fee to each individual account which will be deducted from your account on a quarterly basis (Jan/Apr/Jul/Oct). The amount of that fee is determined based upon the type of account, the slewing of each account and how many sleeves total and is assessed as follows:

Quarterly fee per individual and/or sleeved account: \$10.00

Quarterly fee per account less than \$8,000: 50bps

WWA maintains the right to adjust this technology fee at any time with a 60-day notice to Clients.

Initials



This Agreement, including the **agreement to binding arbitration of disputes in Section 31**, has been signed and delivered by their duly authorized representatives on the date indicated below.

Client(s)

Printed Name and any representative capacity *Client or Representative's Signature* *Date*

Printed Name and any representative capacity *Client or Representative's Signature* *Date*

Authorization for Electronic Delivery of Documents

By initialing here, you certify that you have received Advisor's ADV Part 2A, WWA ADV Part 2B and Privacy Notice from your Advisor, and/or you have otherwise viewed the WWA ADV Part 2B and Privacy Notice documents at wealthwatchAdvisors.com online as the WWA documents are available to the public. You also hereby request and consent to our sending all communications and documents to you electronically to the email address provided on your custodial account application, rather than in a paper format, upon the terms described in Section 28. Please carefully read those terms and related disclosures and do not hesitate to ask questions. This authorization can be terminated as provided in Section 28. The following email address(es) will be used to deliver documents and information to you unless and until you notify us of a change.

Client Initials

Client Initials

I hereby agree to act in accordance with all sections of this Investment Advisory Agreement and in a fiduciary capacity when recommending that the Client house Non-Managed assets under WWA:

Printed Name of Investment Advisor Representative *Signature* *Date*

Attachment A

Fee Schedule

In accordance with Section 8, the annual fees charged to the Client's account will be based on the average daily balance of all assets held in the Client's account. The Advisor and the Fusion billing system relies upon the custodian, Charles Schwab, for the asset valuation.

Client accounts will be established as Non-Wrapped Transaction Based Pricing accounts ("Non-Wrap TBP"). Transaction fees will be charged directly to the Client account by the custodian. Charles Schwab does not charge any fees for transactions on equities, ETFs, NTF mutual funds, or cash. The custodian can provide a fee history upon written request.

For services described in the Agreement, the total fees charged to a Client's account shall not exceed 100 basis points (1.00%). The Initial overall fee selected by the Advisor is:

Fees are calculated based on the average daily balance at the custodian starting on the date an account is funded. All assets held within the custodial account are subject to fees at the total rate listed above.

I understand that by opening this account through WWA, it will be considered a "Non-Managed" account and I am permitted to request liquidating transactions only my from my Advisor. I understand and agree that I am signing up to be charged monthly fees, and that if I were to open a private or retail account with the same holdings elsewhere outside of WWA instead, the monthly fees may be lesser or non-existent. By signing this Agreement, I agree to the potentially higher fees which will be charged to my account in consideration for the account monitoring that I am receiving from my Advisor at WWA. Furthermore, I will take on all the liability of any declines in the value of the investments due to market risk, and will hold WWA and my Advisor harmless for any losses in the value of the account.

Mutual funds and exchange traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the above fees. Additional fees and expenses may be incurred if Client uses Advisor's services to manage assets within a variable annuity. These additional charges are described in the annuity's prospectus and application. The above fees are separate and distinct from brokerage commissions, transaction fees, and other related costs and expenses.

After reviewing the anticipated trading costs associated with my account, and discussing it with my Advisor, I have selected the account type that is most appropriate for my situation.

Printed name and any representative capacity

Client or representative's signature

Date

Printed name and any representative capacity

Client or representative's signature

Date