



WEALTHWATCH
A D V I S O R S

Investment Advisory Agreement

Managed Accounts

June 4, 2026

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Managed Investment Advisory Agreement

This Managed Investment Advisory Agreement (this “Agreement”) governs the investment management services provided by Wealth Watch Advisors, Inc. (“Wealth Watch” or “Advisor”) to the client(s) identified and signing below (“Client”) with respect to the custodial account(s) identified on the signature page of this Agreement (each, an “Account”). Advisor’s investment adviser representative associated with Advisor and assigned to Client (the “IAR”) may communicate with Client and support the delivery of services on Advisor’s behalf. The IAR is not a separate contracting party to this Agreement unless expressly stated in writing.

1. Risk Assessment & Investment Recommendation Disclosure

When the IAR begins a working relationship with the Client, the IAR will discuss the Client’s individual financial circumstances, current investments, goals, objectives, and time horizon. The IAR will ask the Client to complete a Client Profile Questionnaire and a Risk Assessment Questionnaire within an approved compliance software platform. The Client Profile will help the IAR gather information about the Client’s current investments, income, tax levels, net worth, and related matters. The Risk Assessment Questionnaire will help the IAR calculate a suitable risk category for the Client using a series of behavioral questions and weighted responses. The results of both Questionnaires will help guide the IAR to a suitable investment strategy specific to the Client’s financial situation.

The IAR 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. The Client may impose reasonable restrictions on the management of the Account, including the designation of securities or types of securities that should not be held in the Account. Any limitations or restrictions applicable to investments or the Advisor’s services must be communicated to the IAR by the Client in writing. The IAR may amend the Client’s current investment allocation from time to time with the Client’s signature approval on the Model Allocation and Risk Disclosure Statement.

As time passes, the Client must promptly inform the IAR of any material changes in the Client’s financial circumstances so that the IAR and Client may discuss whether the Client’s investment strategy remains suitable. The Advisor and the IAR will rely on information provided by the Client without any additional verification.

2. Investment Risks and Rewards

All investments carry varying degrees of risk, which are affected by events and circumstances beyond the IAR’s and Advisor’s control. The investment management decisions Advisor will make for the Client’s Account are subject to market, currency, economic, political, and business risks. Many of these risks are described in Section 8, Methods of Analysis, Investment Strategies, and Risk of Loss, in the Advisor’s firm brochure (Form ADV, Part 2A), previously delivered to the Client and available on the Advisor’s website (www.wealthwatchadvisors.com). Typically, investments that offer the potential for greater returns also pose greater risks. The potential for high investment returns may entail significant risks of loss. The Client’s risk tolerance will help to guide the IAR in advising the Client and managing the Client’s Account. There can be no assurance that Advisor’s investment management decisions will result in the achievement of

the Client's identified investment goals and objectives. Advisor cannot promise or guarantee the future performance of the Client's Account, potential financial gains, or the avoidance of financial losses. Depending on the investments selected, the Client's Account could suffer significant losses, including loss of principal. Advisor provides the Client with access to investment models that may be designed to seek higher returns but may carry a high degree of risk.

Some investment models are designed to offer high returns but contain a high degree of risk. Investments in these models may involve leverage, which carries a high degree of risk. The use of leverage in any model or investment can magnify both gains and losses, increasing the model's volatility. Investors should not invest in this type of model unless they can afford to lose the entire investment.

The language in this Section 2 contains all representations made by Advisor concerning any investments offered by and through Advisor under this Agreement, and no person shall make different or broader statements than those contained herein. Investors are cautioned not to rely upon any information not expressly outlined in this Agreement and are encouraged to review the appropriate model's fact sheet carefully. Advisor does not guarantee the future performance of the assets being managed, any specific level of performance, the success of any investment decision or strategy that Advisor may use, or the success of Advisor's overall management of the assets.

3. Appointment; Limited Power of Attorney; Discretionary Authority

Client appoints IAR as Client's investment adviser with respect to the Account and grants Advisor limited discretionary authority to manage the Client's Account through the purchase, sale, exchange, redemption, conversion, or other disposition of investment models approved by the Advisor's Investment Committee, income, or proceeds deposited and held in the Account. Advisor may take these actions on the Client's behalf without the Client's prior knowledge, consent, or approval, subject to any limitations the Client has provided to Advisor in writing. All transactions in the Account pursuant to this discretionary authority shall be solely for the benefit and risk of the Client.

To evidence Advisor's limited discretionary authority, Advisor may provide third parties with a copy of this Agreement. If required by a qualified custodian or other third-party service provider for the Account, Client agrees to provide Advisor with a limited power of attorney to evidence Advisor's discretionary authority over the Account. Such third-party agreements and limited powers of attorney will remain subject to the limitations outlined in 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 from the Account as described in Section 8, Advisor shall not have physical possession of Client's funds, cash, checks, securities, or other property. Investment management is the only service to be provided under this Agreement.

4. Subadvisory Services

Client authorizes Advisor to engage one or more Subadvisors (each, a "Subadvisor") to manage the Account in accordance with the Client's Investment Model Allocation and Risk Disclosure Statement pursuant to the limited discretionary authority Client has granted Advisor under Section 3.

- a. Advisor will separately provide Client with information about the Subadvisor and its services, model portfolios, and investment strategies, including the Subadvisor's firm brochure (Form ADV, Part 2A), which contains important information the Client should carefully read.
- b. The Subadvisor may develop proprietary model investment portfolios (the "Model Portfolios"). The Subadvisor will exercise the discretionary management authority Client has granted Advisor pursuant to this Agreement in performing these services using one or more Model Portfolios.
- c. The Subadvisor's fees, if any, are disclosed in Attachment A—Fee Schedule. Client authorizes Advisor to calculate and withdraw the Subadvisor's fee (if applicable) and Advisor's fee as described in Section 8 of this Agreement.
- d. Advisor is not affiliated with the Subadvisor unless disclosed in Advisor's Form ADV. Advisor is not responsible for the Subadvisor's services, and the Subadvisor is not responsible for Advisor's services or for the services provided by the custodian. The Subadvisor is a third-party beneficiary of the authority, rights, and limitations described in this Agreement as applicable to Advisor, including, without limitation, the binding arbitration provisions in Section 29, to the extent enforceable and applicable.

5. Model Portfolios

The Client's Account will be managed in accordance with the Model Portfolio(s) agreed upon by the IAR and the Client. The language and disclosures in the Risk Assessment & Investment Recommendation Disclosure, along with the corresponding results of the Client's Risk Assessment, will be used to determine suitable Model Portfolio investments for the Client. Investment strategies are not required to match the Client's risk category exactly and can be adjusted based on the IAR's and Client's understanding of available options and risk. The Model Portfolios may identify securities of various types representing various asset classes, including, but not limited to, debt and equity securities, exchange-traded funds, exchange-traded notes, exchange-traded products, mutual funds, and structured securities products. The Model Portfolios are designed to address broadly defined investment goals, objectives, risk tolerance, and other factors for clients having generally similar circumstances. A Model Portfolio may be customized to address the Client's specific circumstances more closely or to reflect similar investments the Client already holds. It may be necessary to liquidate some of the Client's current investments to align the Client's holdings with the Model Portfolio(s). The composition of the Model Portfolios may be changed from time to time.

Changes in the Model Portfolios will typically result in changes to the investments in the Client's Account. Generally, these changes will occur without consideration of the Client's specific investments, the period the Client may have held them, or the resulting tax consequences for taxable accounts. For taxable accounts, any sale of the Client's investments may result in a taxable gain or loss reportable on the Client's income tax return.

6. Reports

Upon the Client's written notification to Advisor, Advisor shall provide the Client with periodic written investment reports showing the assets and market values of each security included in the investment

model. Client understands that the Client can access the different reports by accessing the custodian's website(s).

7. Custody Services

Advisor does not serve as a qualified custodian for Client assets. Client's Account assets will be held by the qualified custodian identified on the signature page (the "Custodian"). Client understands and agrees that the Custodian (and not Advisor) maintains custody of the Account's cash and securities and is responsible for custodial services under the custodial agreement between Client and Custodian.

a. Custodian Selection. Client has directed Advisor to use the Custodian designated on the signature page to hold the Account. 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 Advisers), as applicable. Client authorizes Advisor to enter into one or more agreements or arrangements with the Custodian as reasonably necessary to facilitate Advisor's management of the Account, and Client agrees to be bound by the terms and conditions of the custodial agreement(s) that govern custodial-related aspects of the Account.

Client agrees and understands that any account held outside the Custodial account (except for any investments or account structures expressly approved in writing by Advisor, if any) is at the Client's full risk. Client acknowledges that Advisor's services under this Agreement apply only to the Account(s) identified on the signature page, and Client releases Advisor from responsibility for losses in accounts outside the scope of this Agreement.

b. Client's Account. Advisor will only manage those 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 Advisor asks that the Client provide prior notice so Advisor may plan accordingly. Advisor is not responsible for transfers or withdrawals the Client may make from the Account, or for any investment directions, limitations, or restrictions the Client may give Advisor.

c. Account Transactions. Client authorizes Advisor to give instructions to the Custodian to manage the Client's Account. Client authorizes Custodian to follow those instructions to effect transactions, deliver securities, make transfers and payments, deduct fees, and take other actions with respect to the Client's Account. Any withdrawals, transfers, or other distributions 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 Advisor's fees; (iii) the payment of fees by the Custodian; and (iv) as the Client may direct 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.

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 Advisor's fees, and all transactions occurring in the Client's Account during the period

covered by the statement. Client must promptly review these statements and immediately notify Advisor if the Client has any concerns or believes any action or omission for the Client's Account was in error or was contrary to the Client's instructions or the Client's Investment Model Allocation and Risk Disclosure Statement. Contact Advisor immediately if the Client does not receive an account statement from the Custodian.

8. Fees and Expenses

a. **Fee Schedule and Calculation.** Client will pay or cause to be paid to Advisor the fees set forth on Attachment A—Fee Schedule of this Agreement. The Advisor may modify the fees from time to time if the overall fee rate is within the parameters agreed to in writing in Attachment A. Advisor may terminate this Agreement if the Client does not accept the fee change. The fees described in this paragraph and Attachment A—Fee Schedule constitute the entire compensation to which Advisor will be entitled for the services provided under this Agreement. Advisor will not be compensated based on 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 average daily balance of the Client's Account as reported by the Custodian. All assets within the Client's Account are billed at the same overall rate and included in the management fee calculation, including managed assets invested in third-party models, cash balances, and investments in money market funds, demand deposit accounts, certificates of deposit, structured notes, in-kind holdings blocked from trading, and the like.

c. **Fee Payment Method; Fee Deduction Authorization.** Client hereby authorizes the Custodian to deduct and pay the fees directly from the Client's Account. If necessary, Client authorizes Advisor to instruct the Custodian to liquidate investments in the Client's Account to pay the fees. The Client may terminate this fee deduction authorization at any time by giving written notice to Advisor or the Custodian. 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. Client understands that, solely because Advisor is authorized to deduct advisory fees, Advisor may be deemed to have "custody" of Client funds or securities for certain regulatory purposes; however, Client assets remain held at the Custodian.

d. **Expenses.** In addition to the fees, 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, shareholder servicing fees, fund expenses, and sometimes distribution fees, all of which are borne by all of its investors. If the fund imposes sales charges, Client may also pay an initial or deferred sales charge. These fees, expenses, and charges are disclosed in the prospectus, offering document, or contract for the investment, all of which are available upon the Client's request. Consequently, for these types of investments, Client may pay two levels of advisory fees and expenses: the fees Client pays to Advisor, and the fees and expenses charged by the mutual fund, insurance company, or other investment company to

all of its investors. If the Client's investments are held inside a variable annuity, the Client will also incur and be responsible for any contract fees, mortality and expense fees, and other charges that the insurance company may assess.

9. Client Responsibilities

Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement as pertains to Client's investment objectives, needs, and goals, and to keep Advisor informed of any changes regarding the same. Client acknowledges that Advisor cannot adequately perform its services for Client unless Client diligently performs its 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 promptly communicate to Advisor, in writing, any material changes to such information.

No Tax or Legal Advice. Client acknowledges that Advisor does not provide legal, tax, or accounting advice. Client should consult with Client's attorney, accountant, and/or tax adviser as appropriate. Client is responsible for all tax consequences associated with transactions in the Account.

10. Conflicts of Interest and Other Disclosures

Advisor is registered as an "investment adviser" with the Securities and Exchange Commission ("SEC") under the Investment Advisers Act of 1940, as amended ("Advisers Act"). Advisor's firm brochure (Form ADV, Part 2A) discloses important information about Advisor, its services, and conflicts of interest that may arise with respect to Advisor's services, implementation of Advisor's services, and business relationships that Advisor or its representatives may have with other product or service providers. Ask the IAR whether there is anything in this information that the Client does not understand or that concerns the Client.

Any outside business activities (OBAs) conducted by the IAR are strictly independent of the Firm. While the Firm maintains the right to review and approve OBAs solely for the purpose of maintaining accurate disclosures on the IAR's Form ADV Part 2B, the Firm does not control, endorse, or supervise these activities. The IAR agrees not to use the Firm's name, brand, or resources in executing their OBAs and must clearly communicate to clients that such activities are entirely separate from the investment advisory services provided through the Firm.

11. Brokerage/Execution Services

a. 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 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 purchase or 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 client’s 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 by price and allocated among the Advisor’s clients in proportion to the purchase and sale orders placed for each Client account on any given day. To the extent that Advisor determines to aggregate Client orders for the purchase or sale of securities, including securities in which Advisor’s principal(s) and/or associated person(s) may invest, Advisor shall generally do so in accordance with the parameters outlined in the SEC No-Action Letter, SMC Capital, Inc., published September 5, 1995. Advisor shall not receive any additional compensation or remuneration as a result of the aggregation.

c. Advisor may execute cross trades on behalf of its clients. A cross-trade occurs when the Advisor facilitates a transaction between two clients (e.g., having account A purchase securities directly from account B). In a cross-trade transaction, Advisor receives no compensation other than its advisory fee. However, there is a conflict of interest because the Advisor is acting as an investment adviser for both the buyer and seller of the security. Advisor mitigates this conflict of interest by acting as a fiduciary for both clients and following policies designed to ensure no client is disfavored. The trade is affected at a price determined by an independent pricing mechanism, with that mechanism documented for each cross-trade.

d. When trade errors occur, it is Advisor’s policy to seek to ensure that the error is corrected without impacting the Client. Upon recognition of an error, Advisor may move the trade to its trade error account, and the Client will be returned to their previous position. Trade error losses are returned to the Client. Trade error gains are retained in the trade error account for a period to offset future trade error losses. They may later be donated to charity in accordance with Advisor policy and custodian requirements.

12. Directions to the Advisor

All directions by the Client to Advisor (including notices, instructions, and directions relating to changes in the Client’s investment objectives) must be communicated in writing. Advisor shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

13. Trading and Transacting Best Practices

All requests related to trades or transactions in both managed and non-managed accounts at the Custodian must be submitted in writing to the Advisor’s operations team via the correct process. Clients, IARs, and IAR office staff members should not trade or transact directly in accounts with the Custodian over the phone or online unless specifically permitted by the Advisor’s written policies. Trading or transacting includes liquidating assets, initiating one-time or scheduled distributions, withdrawals, or contributions, and submitting any buy or sell trade instructions.

Failure to adhere to required best practices may result in trade errors that could incur costs depending on market conditions. An advisor may not be obligated to correct trades or absorb the negative cost of trade errors arising from violations of best practices for trading and transacting. Any negative cost to Advisor because of a trade error caused by the Client may be charged to the Client's custodial account at the discretion of Advisor, consistent with applicable law and Advisor's policies.

All requests related to trades or transactions, including one-time or scheduled distributions, withdrawals, or contributions, must follow the Advisor's secure verification procedures. Advisors strictly prohibit accepting wire or fund transfer instructions via unencrypted email. Advisor reserves the right to require verbal authentication or secondary verification for any transaction requested outside of the Custodian's secure portal. Advisor is not liable for transaction delays resulting from these essential security protocols.

14. Term and Termination

This Agreement will remain in effect until terminated by either party by written notice to the other (email will not suffice), which 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 Advisor's fees (prorated through the date of termination). Upon termination, Advisor will have no obligation to recommend or take any action about the securities, cash, or other investments in the Account.

The Client has the right to terminate this Agreement (including for nonperformance) without cost or penalty within five (5) calendar days after entering into the Agreement. After the fifth day, the Client may terminate this Agreement (including for nonperformance) by giving Advisor ten (10) days' written notice. In this event, a pro rata portion of the monthly fee shall be calculated, and any refund will be sent to the Client. The pro-rata amount will be based on the Account's value on the termination date and the number of days of service rendered during the termination month.

15. Confidentiality

Any information provided to 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 Advisor's privacy notice, as it may be amended from time to time. Advisor may provide information regarding the Client and the Client's Account to the Subadvisor (if any), the Custodian, any mutual fund companies, and any insurance companies handling or holding investments for the Client's Account. Advisor may provide information to the Client's family members, attorneys, accountants, or other professionals whom the Client may identify to Advisor, either with written consent or by providing executed power of attorney documentation. The Client agrees to treat Advisor's investment advice, recommendations, and decisions in confidence; no other person shall be entitled to rely upon them.

16. Proxy Voting

Advisor does not vote on proxy statements solicited for annual or special meetings of shareholders of securities held in the Account. With the Client's written notice, proxy solicitation materials will be forwarded to the Client for response and voting. Clients can contact the IAR with any questions.

17. Limited Liability

Except as may otherwise be provided by law, Advisor will not be liable to the Client for any loss (i) that the Client may suffer as a result of Advisor's good faith decisions or actions where 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; or (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 Advisor and its disclosed third-party affiliates, or outside of any pre-approved investment product made available through Advisor's platform under this Agreement.

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 the Client's rights under those laws.

18. 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 Texas.

19. 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.

20. Client's Acknowledgment and Authority

Client acknowledges that Client has all requisite legal authority to execute this Agreement, and that there are no encumbrances on the assets in the Account. 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. Client agrees to immediately notify Advisor in writing if either of these representations changes.

21. Client Conflicts

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

revoked in writing to Advisor. 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.

22. 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 Advisor does for the Client's Account. Client acknowledges 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.

23. 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 Advisor receives actual notice. However, the Client's personal representative, guardian, attorney in fact, or other authorized representative may terminate this Agreement by giving Advisor written notice. The Client acknowledges that the Custodian may not permit any further Account transactions until the Custodian has received appropriate documentary authority.

24. Custodian Retail Account Conversions

Client accounts held at Charles Schwab may be converted from Schwab Institutional to Schwab Retail at the Advisor's discretion. A retail account conversion removes Advisor 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 the IAR, complete necessary contractual paperwork, comply with applicable compliance requirements, or adhere to best practices for trading and transacting. An Account may also be converted to retail if the assigned IAR is no longer associated with the Advisor. After a retail conversion, Clients may receive written notices from the Advisor and from Schwab Retail directly at their address of record. Charles Schwab remains the underlying Custodian, and Clients retain ownership of their accounts and online access throughout the transition.

25. 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 unacceptable. If 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.

26. 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.

27. Assignment

No “assignment” (as that term is construed under the 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 before 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.

28. Electronic Delivery of Documents

Client may elect to receive electronic delivery of documents from Advisor; if Client makes this election, then Client will generally not receive a paper copy. Clients can withdraw this consent at any time, at no cost, by sending Advisor a written notice. Allow Advisor ten business days to implement this change. To access documents electronically, Client will need a personal computer with internet access via an Internet Service Provider (ISP) and an email address. Client may download Adobe Reader at no cost on the Internet at <https://www.adobe.com/reader>. Client represents that the email address set forth on the signature page of this Agreement is a current, valid email address. In the event Client changes the email address, Client must notify Advisor immediately. If Advisor is repeatedly unable to deliver electronic documents to the specified email address, Advisor reserves the right to terminate electronic delivery and deliver documents via U.S. mail.

Electronic Communications Risk. Clients acknowledge that electronic communications may be subject to interruption, interception, corruption, delay, or other risk. Client agrees to promptly notify Advisor of any suspected fraud, unauthorized activity, or compromise of Client’s email or online access credentials.

29. Binding Arbitration

Separate Brokerage/Custody Agreement. Client understands that Client’s securities account(s) are maintained at an independent, third-party qualified custodian and/or broker-dealer pursuant to a separate account agreement between Client and such custodian/broker-dealer (the “Custody/Brokerage Agreement”). Advisor is not a party to the Custody/Brokerage Agreement. Disputes or claims involving the custodian/broker-dealer and/or its registered representatives may be subject to mandatory arbitration and other dispute-resolution provisions under the Custody/Brokerage Agreement (including, where applicable, arbitration under FINRA rules). Nothing in this Agreement is intended to modify, expand, or limit any dispute-resolution provisions contained in any Custody/Brokerage Agreement.

Agreement to Arbitrate; Mediation First. The parties waive their rights to seek remedies in court, including any right to a jury trial, except as otherwise provided by applicable law. If any dispute between or among the parties arising out of, relating to, or in connection with this Agreement or Advisor’s investment advisory services to Client cannot be settled through negotiation within ten (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 (“AAA”), or another similar provider 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 thirty (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.

Location, Arbitrator, Governing Law. The arbitration hearing shall be held in the county and state of the principal office of Advisor at the time the dispute arises, unless the parties agree otherwise. The arbitrator shall be a retired judge or an arbitrator with experience in resolving disputes in the securities and investment advisory business. The arbitrator shall apply the substantive law of Texas to all state law claims, to the extent not inconsistent with applicable law. The arbitrator’s award shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction.

No Waiver of Securities Law Rights. Nothing in this Agreement (including this arbitration provision) shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

30. Disclosure Statement and Privacy Notice

Client acknowledges 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.

31. Technology Fees

In addition to the fees outlined in Attachment A—Fee Schedule, Advisor also assesses a technology and administrative fee for each Account, which will be deducted from the Account quarterly (Jan/Apr/Jul/Oct). The amount of that fee is determined based on the type of Account, whether individual or joint, and is assessed as follows:

- Quarterly fee per individual and/or sleeved account: \$10.00
- Quarterly fee per account with assets less than \$8,000: 50 basis points (0.50%) of the Account’s value per quarter (2.00% annualized, not including compounding), assessed and deducted quarterly

Advisor reserves the right to adjust this technology fee at any time, with 60 days’ notice to Clients.

Authorization for Electronic Delivery of Documents & Outside Business Activity Acknowledgment

By signing below, both the Client and the IAR certify that the Client has received Advisor’s ADV Part 2A, Advisor’s ADV Part 2B, and the Privacy Notice, and/or the Client has viewed the applicable documents available on Advisor’s website or as otherwise delivered.

Client acknowledges and agrees that Advisor’s discretionary management services under this Agreement are limited to investments and investment products made available through Advisor’s approved platform and processes (“Approved Investments”). Client further acknowledges that Advisor’s policies may prohibit the recommendation of certain alternative investments, including (but not limited to) unregistered securities, promissory notes, uncollateralized or collateralized loans, certificates of deposit issued by a



WWA Investment Advisory Agreement

Managed Accounts

non-FDIC bank, cryptocurrencies, commodities, or real estate ventures, unless expressly approved in writing by Advisor.

Client acknowledges that any investment opportunity that is not an Approved Investment and is not held in the Account(s) governed by this Agreement is outside the scope of Advisor's services hereunder. Client agrees that Client will not rely on Advisor to monitor, value, supervise, or provide ongoing advice regarding such out-of-scope investments, unless the parties separately agree in writing.

Nothing in this acknowledgment limits Advisor's fiduciary obligations with respect to the services actually provided under this Agreement, and nothing herein constitutes a waiver or limitation of any rights Client may have under any federal or state securities laws.

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 model, and discussing it with my Investment Advisor Representative, I have selected the account type that is most appropriate for my situation.

Client Printed Name

Client Signature

Date Signed

Client Printed Name

Client Signature

Date Signed

Investment Advisor Representative "IAR" Signature

I acknowledge that I have read, understand, and agree with all text within each of the seventeen pages of this legally binding document. I hereby agree to act in accordance with all sections of this agreement, the WWA ADV 2B, and in a fiduciary capacity.

IAR Printed Name

IAR Signature

Date Signed

Wealth Watch Advisors, Inc. Signature

William Gastl

Chief Operating Officer, Wealth Watch Advisors, Inc.

Signature

**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 Orion/Taiko billing system rely on the custodian, Charles Schwab, for 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 195 basis points (1.95%). The Initial overall fee selected by the Advisor is:

Fees are calculated based on the average daily balance with the custodian, starting on the date the account is funded. All assets held in the custodial account are subject to the total fee rate listed above. Based on the selected Initial Overall fee, the following discount table may or may not apply.

WWA Fee Discount Schedule

Household Assets	Discount Rate Accounts
\$500,000–\$1,000,000 billed at:	1.84%
\$1,000,001–\$2,000,000 billed at:	1.80%
Over \$2,000,000 billed at:	1.72%

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 model, and discussing it with my Investment Advisor Representative, I have selected the account type that is most appropriate for my situation.

Client Printed Name

Client Signature

Date Signed

Client Printed Name

Client Signature

Date Signed