

++INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (this "Agreement") dated _____ is made between Wise Wealth, LLC (the "Manager") and _____ (the "Client").

1. The Manager is registered as an investment adviser with the Securities and Exchange Commission (the "SEC") under the Investment Advisers Act of 1940, as amended (the "Advisers Act") and a notice filer with the State of Missouri under the Missouri Securities Act and any other state(s) requiring such filings.
2. The Client desires to engage the Manager to advise the Client concerning asset allocation and investment strategies, based upon the Client's defined investment objectives and guidelines, using money managers and/or other investment vehicles selected to achieve such objectives and to be an agent to implement such strategies for the client.
3. The Manager is willing to provide such advice and implement such strategies under the terms and conditions set forth herein.

AGREEMENT

ACCORDINGLY, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein and other good and valuable consideration, receipt and sufficiently of which are hereby acknowledged, the parties hereto agree as follows:

1. Management Services. The Client hereby appoints us as your investment advisor to perform the services described below. We accept such appointment with respect to the assets you designate to be subject to this Agreement (the "Assets" or "Accounts"). A list of the initial Accounts subject to this Agreement is set forth on Exhibit A to this Agreement ("Schedule of Accounts"). As Accounts subject to this Agreement are open or closed, the Schedule of Accounts shall be revised accordingly. We shall manage and/or advise you regarding your Accounts based upon various factors, including, but not limited to, the most current financial information you have provided to us in writing, including, but not limited to, your stated investment objectives, risk tolerance, time horizon and other information we deem relevant for managing you Accounts (collectively, "Client Profile"). You hereby grant us limited power-of-attorney and trading authority to implement transactions in your Accounts ("Trading Authority") and authorize us to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds, and other securities and/or contracts relating to the same (e.g., options), including investing Assets in short-term money-market instruments when we deem necessary (collectively, "Securities"), and to give instructions in furtherance of such Trading Authority to the broker-dealer(s) of the Accounts (each a "Broker-Dealer") and the custodian(s) of the Assets (each a "Custodian"). The type of Trading Authority authorized with respect to each Account is set forth on Exhibit A. We are also authorized to delegate the active discretionary management of all or part of the Assets to one or more independent investment managers and/or investment management programs (collectively referred to as "Independent Managers") when we deem it appropriate based upon your stated investment objectives. The terms and conditions under which you shall engage the Independent Managers, which include separate fees in addition to our Management Fee, shall be set forth in a separate written agreement between you and the designated Independent Managers and you agree to execute in a timely manner any separate written agreements with the Independent Managers we may deliver to you. We are authorized to terminate or change Independent Managers when, in our sole discretion, we believe such termination or change is in your best interest. We will continue to render services to you relative to the supervision of the Independent Managers and ongoing monitoring and review of Account performance, Asset allocation, and investment objectives, for which services we shall be paid a fee in accordance with the Management Fee (below). The Independent Managers shall have limited power-of-attorney and trading authority over those Assets we direct to them for management and they shall be authorized to buy, sell, and trade in Securities in accordance with your investment objectives as communicated by us, and to give instructions in furtherance of such trading authority to the Broker-Dealer and the Custodian.
2. Custodian. The Client shall establish in the Client's name one or more brokerage accounts (the "Client Accounts") with one or more of the independent financial institutions (each such institution, a "Custodian"). Each Custodian shall be a "qualified custodian", as that term is defined by Rule 206(4)-2 under the Advisers Act (the "Custody Rule"). The Client shall deposit into the Client Accounts the funds to be managed by the Manager. Such funds and all other privately-placed or alternative investments or similar holdings not deposited with a Custodian but identified by the

Client to the Manager, or acquired by or on behalf of the Client upon the advice of the Manager ("Non-Custodial Assets"), together with any subsequent additions thereto and all earnings and profits (or losses) thereon, are collectively referred to herein as the "Managed Assets". Title to all Managed Assets shall be held in Client's name (provided that, for convenience in buying, selling and exchanging Managed Assets, title may be held in the name of a Custodian, or its nominee, for the Client's benefit) and segregated from all other custodial assets in the Custodian's possession, including Client's other assets which are not Managed Assets of a Client Account subject to this Agreement. Client understands and agrees that: (i) the Manager will at no time have custody or physical control of the cash and assets in the Client Account; (ii) under no circumstances shall the Manager be held responsible for or assume any liability with respect to Client's custody arrangements or the acts, omissions or conduct of any Custodian; and (iii) Client will instruct the Custodian to provide the Manager with copies of any periodic account statements with respect to the Client Account no less frequently than quarterly, as well as such other periodic reports concerning the status of the Client Account as the Manager may reasonably request from time to time. Client Account statements shall be delivered to the Client not less frequently than quarterly and shall include the amounts of each security and all funds in the Client Account at the end of the applicable period and all transactions in the Client Account during that period. Nothing in this Section 2 shall prohibit the Manager from directly billing the Client Account for fees incurred under this Agreement in accordance with the Custody Rule. The Manager shall also have the right, upon providing reasonable notice to Client, to change the Custodian or to establish additional Client Accounts with different Custodians and require Client to transfer any Managed Assets to such new Client Accounts.

- 3 Appointment of the Manager. Effective as of the date hereof, the Client hereby appoints the Manager as the Client's investment adviser with respect to the Managed Assets, subject to the conditions and limitations set forth herein. The Manager hereby accepts such appointment as investment adviser of the Managed Assets pursuant to the terms and conditions of this Agreement. The Client hereby grants to the Manager trading authority as addressed in Section 4. Implementation of the asset management program may include buying or selling for the Client both load and no load products (e.g. annuities, mutual funds, stocks, bonds, limited partnerships).
- 4 Limited Power of Attorney. Subject to the conditions and limitations set forth herein and where applicable, the Client hereby appoints the Manager as the Client's attorney-in-fact to act in the Client's name, place and stead concerning the Client's Accounts and the management of the Managed Assets, and to execute in writing, and to take any other act or action, in each case in the Client's name and on the Client's behalf, which the Manager deems necessary, convenient or otherwise appropriate, to carry out the intent and purposes of this Agreement. The Manager's authority related thereto and in connection with this Agreement shall be understood to include full discretionary authority with respect to Client's Managed Assets, including, without limitation, the right to retain, dismiss and replace any Sub-Advisers and to execute related agreements on Client's behalf.

The Client and the Manager agree to execute and deliver such further documents and instruments as the broker-dealers and any other applicable third parties may reasonably request in order to establish the Client Accounts and to evidence the Manager's trading authority for such Client Accounts.

- 5 Investment Guidelines. The Investment Guidelines applicable to the Client Accounts shall be set forth on Exhibit A, hereto, and shall be the definitive Investment Guidelines with respect to the Client Accounts until such time as they may be amended in accordance with Section 5(c) below.
 - (a) Development of Investment Guidelines. The Manager and each Sub-Adviser, if any, will consult with the Client and/or request certain information initially and from time to time during the term of this Agreement to assist in establishing the investment objectives, guidelines, style and restrictions applicable to the Client Accounts (the "Investment Guidelines"). The Client recognizes that current information is critical to the Manager's and each Sub-Adviser's, if any, ability to perform its obligations under this Agreement and agrees that the Client shall provide the Manager and each Sub-Adviser, if any, with any changes or additional information, without any duty of inquiry by the Manager or such Sub-Adviser, regarding: (i) material changes in the Client's financial circumstances; (ii) proposed changes to the Investment Guidelines; or (iii) changes with respect to the allocation of assets to, from or between Client Accounts, as the Client deems necessary or appropriate from time to time without any duty on the Manager or each Sub-Adviser, if any, to recommend or undertake any particular re-allocation. The Client further agrees to provide to the Manager and each Sub-Adviser, if applicable, any further information that the Manager or such Sub-Adviser may find necessary or useful to fulfill relevant legal or contractual obligations in providing investment advisory services to the Client.

The Client acknowledges that the Managed Assets may not constitute all of the Client's assets. In performing its services under this Agreement, the Manager and each Sub-Adviser, if any, shall not be required to take into consideration, and shall have no authority with respect to, any assets not held in the relevant Client Account. Accordingly, subject to the Investment Guidelines, each Client Accounts may be invested in such proportions of stocks, bonds, other securities or investment instruments or cash as the

Manager or each Sub-Adviser, if any, shall determine, in the exercise of the discretionary authority granted to the Manager and any applicable Sub-Adviser by this Agreement, from time to time, without regard for the overall diversification of the Client's assets in the aggregate. The Manager and each Sub-Adviser, if any, therefore, shall only be required to diversify the Managed Assets as reasonable in accordance with the Investment Guidelines, without regard to the Client's assets in the aggregate. The Client is responsible for determining that the Investment Guidelines, and the Manager's and each Sub-Adviser's, if any, services, are and remain suitable and appropriate for the Client Accounts from time to time in light of the Client's own particular needs, financial position and investment objectives.

- (b) *Reasonable Restrictions.* The Investment Guidelines may include certain "reasonable restrictions" on the Manager's or each Sub-Adviser's, if any, discretionary authority including, for example, identification of particular securities or types of securities that may not be held in the Client Account. The Manager or each Sub-Adviser, if any, may, in its discretion, choose to reject any proposed restriction that it deems to be unreasonable or inappropriate to the Manager's or such Sub-Adviser's, as applicable, management style. The Client understands that the Investment Guidelines and, in particular, reasonable restrictions may operate as a limit on the Manager's or each Sub-Adviser's, if any, discretionary authority and, consequently, the performance of a Client Account may be adversely affected relative to the performance of other accounts lacking such restrictions.
- (c) *Amendments, Modifications and Clarifications.* The Investment Guidelines may be amended upon mutual agreement of the parties, contemporaneously memorialized by the Manager or each Sub-Adviser, as applicable. For a Client-proposed amendment, the Client must provide thirty (30) days prior written notice to the Manager and each Sub-Adviser, as applicable; provided, however, that the Manager and each Sub-Adviser, if any, may choose to rely on such proposed changes upon receipt. The Client acknowledges and agrees that the Manager's or each Sub-Adviser's, if any, decision to accept or reject proposed changes may not necessarily be based upon an analysis of the Client's particular circumstances. For amendments proposed by the Manager or a Sub-Adviser, if any, the Manager or such Sub-Adviser will provide thirty (30) days prior notice of the intended change and, if the Client does not object, in writing, to the change within that thirty (30) day period, the Investment Guidelines will be deemed to include the proposed amendment.

The Manager and each Sub-Adviser, if any, are entitled to rely on the Client's oral and written clarifications of, or supplements to, the Investment Guidelines. The Manager and each Sub-Adviser, if any, however, shall not be required to conform to any such clarifications or supplements that the Manager or such Sub-Adviser, as applicable, believes are not appropriate to the management of the Client Accounts. The Manager's and each Sub-Adviser's, if any, reasonable interpretations of the Investment Guidelines shall be binding.

6 Management Fees.

- (a) *Investment Management and Supervisory Fees(s).* In consideration of the investment management services provided by the Manager pursuant to this Agreement, the Client agrees to pay the Manager a monthly management fee (the "Management Fee") in arrears based upon 1/12 the percentages set forth in Schedule 1 attached hereto applied to *the fair market value of the Managed Assets as determined on the last business day of the relevant month.* Manager fee will be calculated monthly and debited from the client account on a quarterly basis.

If assets with a market value greater than \$10,000 are deposited into or withdrawn from an account in a single day after the beginning of a billing period, the Fee will be prorated based on the number of days remaining in the billing period.

- (b) Client acknowledges that the Management Fee consists of an advisory fee payable to the Manager (the "Manager Advisory Fee") and a program fee payable to Change Path LLC for providing portfolio management and platform services as a Sub-Adviser to a portion of the Managed Assets under this Agreement (the "ChangePath Program Fee"). The Manager Advisory Fee will be based on the fair market value of the total Managed Assets and the ChangePath Program Fee will be based on the fair market value of the total Managed Assets minus the fair market value of the Non-Custodial Assets (the "ChangePath Managed Assets").

Client acknowledges that the Manager has the ability to enforce a minimum annual Advisory Fee of One- Thousand Dollars(\$1,000.00).

Client agrees that for purposes of calculating the ChangePath Program Fee the Client Account with the Manager will be classified as one such account (and the applicable fee rates identified in Schedule 1 attached hereto shall be applied to the ChangePath Managed Assets) to calculate the Management Fee.

The Management Fee is not based upon a share of capital gains upon, or the capital appreciation of, the Managed Assets or on any portion thereof, or upon the results of any individual investment transaction(s).

The Manager will pay the investment advisory fees of any Sub-Adviser retained to provide services to the Managed Accounts out of the Management Fee, with no additional cost to the Client. The Management Fee, however, will not include any custody fees, brokerage fees, commissions, transaction charges or other miscellaneous fees incurred as a result of portfolio transactions on behalf of a Client Account ("Brokerage and Custody Fees"). Such Brokerage and Custody Fees will be in addition to the Management Fee payable to the Manager and will be deducted directly from the Client Accounts.

The Manager may, to the extent permitted by applicable laws, rules and regulations share any portion of the Management Fee with any person or entity, including payments to third parties who introduce the Client to the Manager.

From time to time, the Manager may, at its sole discretion, offer a credit to any of its client for referring other clients to the Manager. Referral credits may vary based on the arrangements made with the client being referred and shall be handled on a case-by-case basis by the Manager.

- (c) *Collection of Management Fees.* The Client hereby expressly authorizes the Custodian, the Manager, or any Sub-Adviser to directly withdraw the Manager's Management Fee from the Client Accounts on a monthly basis.

The Client shall instruct the Custodian to send the Client a statement, at least quarterly, indicating all amounts disbursed from the Client Account including the amount of the Management Fee paid directly to the Manager or Sub-Adviser and to provide a copy of each such statement to the Manager.

The monthly Management Fee shall be due and payable immediately upon receipt of the bill from the Manager. Partial months that occur at the beginning and end of this Agreement shall be prorated based upon the number of days in the month that the Managed Assets are managed by the Manager.

If the Client Accounts do not have sufficient funds, or are restricted from direct withdrawal (e.g., 401(k) plan assets), the Client agrees to pay the Manager directly with personal funds. The Client acknowledges that the Management Fee due to the Manager on behalf of multiple Client Accounts pursuant to this Agreement and management fees due to the Manager in respect of any related accounts governed under a different agreement but affiliated with Client, as listed on Exhibit B hereto (each, a "Grouped Account"), may be aggregated and the total fee deducted, in whole or in part, from any such Grouped Account, with the Management Fee calculated on the basis of the total assets in the Grouped Account.

- (d) *Additional Compensation.* As may be allowed by regulation or law, certain persons associated with the Manager may receive compensation related to certain securities transactions that are effected in connection with recommendations made by the Manager as part of its advisory services.

In such cases when additional compensation is received, the Manager will adjust the quarterly Management Fee due from the Client as follows. If the compensation received from the third party in association with a particular asset or holding is equal to or greater than the quarterly Management Fee that would normally be charged to the Client in that period with respect to such asset or holding, the value of such asset will be excluded from the total assets under management used for calculation of the Management Fee. If the compensation received is less than the normal quarterly Management Fee for such asset, the compensation received for that period will be subtracted from the Client's normal quarterly Management Fee due (as calculated including the value of that asset or holding).

7. Brokerage. Except as otherwise agreed, in writing, the Manager shall have discretion with respect to the placement of orders for the execution of Client Accounts transactions. Orders for the execution of Client Accounts transactions will be placed with broker-dealers (or other trading venues) selected by the Manager (collectively "Brokers"), consistent with the

Manager's duty to seek to obtain best execution of such transactions. In seeking to obtain best execution for Client Accounts transactions, the Manager may consider the quality and reliability of the brokerage or execution services, as well as research and investment information or other services offered or provided by such Brokers. The Manager's selection of a Broker for Client Accounts transactions may also take into account, among other things, such relevant factors as: price; the Broker's facilities, reliability and financial responsibility; when relevant, the ability of the Broker to effect specific transactions, particularly with regard to such aspects as timing, order size and execution of the order; the Broker's recordkeeping capabilities; research and brokerage services ("Soft Dollar Items") acquired consistent with the safe harbor provided by Section 28(e) of the Securities Exchange Act of 1934, as amended (the "Safe Harbor"); and commission rates.

While the Manager considers commission rates as a factor in selecting Brokers, the Manager will not be obligated to seek, in advance, competitive bidding for the most favorable rate applicable to any particular transaction or to select any Broker on the basis of its posted commission rate. Rather, in the Manager's discretion, as consistent with (as applicable) the Safe Harbor and other law and guidance, the Manager may cause the Client Accounts to pay a Broker a commission for effecting a transaction in excess of the amount or rate another Broker would have charged for effecting that transaction when the Manager concludes, in good faith, that the commission paid is reasonable in relation to the quality of the execution, or the value of the Soft Dollar Items provided by the Broker to the Manager, viewed in terms of the particular transaction or the Manager's overall responsibilities with respect to the accounts (including the Client Accounts) over which the Manager exercises discretionary authority. The Client understands and agrees that Soft Dollar Items are expected to enhance the Manager's general asset management capabilities and assist the Manager in performing relevant responsibilities on behalf of all such accounts. As a result, there may be circumstances where transactions on behalf of the Client Accounts contribute to the acquisition of a Soft Dollar Item that does not benefit the Client Accounts.

The Client further understands and agrees that in no event will the Manager be obligated to place or effect an order on the Client's behalf if the Manager believes doing so would violate any applicable law, rule or regulation.

In any case in which investment decisions are made by a Sub-Adviser, all trades to buy and sell securities will be executed in accordance with the brokerage execution policies of such Sub-Adviser. While the Manager will oversee the quality of execution obtained for Client's account, the Manager will not control the selection of brokers or the commission paid.

Notwithstanding the foregoing, the Client may, through the execution of a written client-directed brokerage arrangement in a form acceptable to the Manager, instruct that the Manager direct orders for the purchase or sale of Managed Assets to one or more Brokers designated by the Client (each a "Directed Firm"). Unless otherwise stated in such written arrangement, each Sub-Adviser may rely on such written arrangement and will be instructed to use any Directed Firm(s) consistent therewith. The Client understands and agrees that, to the extent the Manager agrees to direct transactions to a Directed Firm, the Client may not receive the best execution or best net price for transactions placed with the Directed Firm, since the Manager's acceptance of such direction means that the Manager will not be in a position to freely negotiate commission rates or to select Brokers on the basis of best price and execution. The Client acknowledges that it may forego any benefit from savings on execution costs that the Manager may obtain for other clients through, for example, negotiating volume discounts on batched or bunched orders and that, as a result, the Client's decision to use the services of the Directed Firm may result in less favorable execution (including less favorable net prices) than might be the case if the Manager were empowered to select Brokers.

- 8 Aggregation and Allocation. The Client acknowledges and agrees that the Manager or each Sub-Adviser, if any, may, but shall be under no obligation to, aggregate purchase or sale orders for the Client Account with purchase or sale orders in a particular security for other accounts managed by the Manager or such Sub-Adviser when such aggregation may result in favorable net results for such accounts. The Client further acknowledges that circumstances may arise where the Manager or each Sub-Adviser, if any, determines that, while it would be both desirable and appropriate to aggregate client orders for a particular security or other investment, there is a limited supply or demand for the security or other investment. Under such circumstances, the Client acknowledges that, while the Manager or each Sub-Adviser, if any, will seek to allocate such investment opportunities fairly and equitably over time, the Manager or such Sub-Adviser will not be required to assure equality of treatment among all of its clients nor to assure that each such opportunity will be proportionally allocated among participating accounts according to any particular or predetermined standards or criteria. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for the Client Accounts, the Manager or each Sub-Adviser, if any, may average the various prices and charge or credit the Client Accounts with the average price at which the orders were

filled for the Client Accounts and any other accounts managed by the Manager or such Sub-Adviser, if any, on each applicable day.

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

10. **Proxy Voting.** *(Please check only one box below.)*

Unless otherwise directed in writing by the Client, the Manager is and shall be authorized to vote proxies related to Managed Assets in the best interest of the Client and in accordance with the Manager's proxy voting policies and procedures (the "Proxy Policies"), as they may exist from time to time, until such time as the Client notifies the Manager, that such authority has been revoked. The Client acknowledges receipt of a summary of the Proxy Policies and that the Client has been informed that, upon request, the Client may obtain a full copy of such Proxy Policies as well as information related to how proxy votes were cast on behalf of the Client Accounts. Regardless of the Client's election as to proxy voting authority, the Manager will not be expected or required to take any action other than the rendering of investment-related advice with respect to lawsuits involving Managed Assets presently or formerly held in the Client Account, or the issuers thereof, including actions involving bankruptcy. In the case of class actions, the Manager does not, and will not be expected to, file proofs of claim. Unless otherwise directed in writing by the Client, the Manager may delegate to each Sub-Adviser the authority granted to the Manager to vote proxies by this Section 9. If so delegated, the Manager or such Sub-Adviser will provide to Client a description of such Sub-Advisers proxy voting policies and procedures.

Client reserves to itself or its representatives, fiduciaries or agents, sole and exclusive authority to vote (or refrain from voting) proxies solicited with respect to Managed Assets.

11. **Information and Statements.** The Client and the Manager understand and agree that the Custodians will provide the Manager with monthly or quarterly statements showing the trading activity and the market value of the Managed Assets and that the Manager may rely on such reports without further inquiry or review. It is understood and agreed that the Manager, in the maintenance of its records, does not assume responsibility for the accuracy of any information furnished by the Client, the Custodians or any other person, firm or corporation. Based on the information received from the Custodians and its own internal records, the Manager may provide the Client with periodic performance measurement reports and analyses via mail or electronic delivery.
12. **Personal Information.** The Client hereby agrees to furnish the Manager with nonpublic personal current information relative to its family, financial and investment situation. All nonpublic personal information disclosed or furnished by the Client pursuant to this Agreement shall not be disclosed by the Manager to third parties who are not affiliated with the Manager, except to the extent authorized by the Client, required by law or otherwise permitted by law. The Client hereby authorizes the Manager to disclose and provide Client's nonpublic personal information to (i) each Sub-Adviser, if any, for use in connection with its provision of investment advisory services to any portion of the Managed Assets, and (ii) each third party service provider that provides services to the Manager or its Sub-Advisers relating to the investment advisory services provided by such parties with respect to Managed Assets, in each case for purposes of, including without limitation, accessing, viewing, hosting, storing and/or processing such nonpublic personal information.
13. **Services Not Exclusive.** The Client understands and acknowledges that the Manager and each Sub-Adviser, if any, perform investment advisory services for various clients other than the Client and have entered into agreements similar to this Agreement with other clients, and also invest for their own account and for affiliated parties. The Client acknowledges and agrees that the Manager and each Sub-Adviser may give advice and take action with respect to their own respective accounts and any of their other clients, which may differ from advice given, or the timing or nature of action taken, with respect to the Client and the Managed Assets. Nothing in this Agreement shall be deemed to impose upon the Manager or each Sub-Adviser, if any, any obligation to purchase or sell for the Client any security which the Manager or such Sub-Adviser purchases or sells for their own respective accounts or for the account of any other client if, in the judgment of the Manager or such Sub-Adviser, at their sole discretion, it is

undesirable to take such action for the Client. The Manager and each Sub- Adviser, if any, may, from time to time, come into possession of material nonpublic and other confidential information and may be prohibited from improperly disclosing or using such information for its benefit or for the benefit of any other person, including the Client Accounts.

14 Duty of Care/Limitation of Liability and Indemnification.

- (a) The Manager's obligations to the Client are only those expressly set forth herein and as required by applicable law. Neither the Manager nor any of its committees (including any investment committee or advisory committee), officers, members, directors, principals, employees ("Manager Personnel") shall be liable with respect to the Manager's services hereunder or the acts or omissions of any Sub-Adviser or other fiduciary or other person with respect to the Client Accounts, except for any loss attributable to the Manager's willful misfeasance, bad faith, gross negligence, or reckless disregard of its duties under this Agreement.
- (b) The Manager and Manager Personnel shall have no responsibility or liability for, and shall be fully indemnified and held harmless by the Client from and against, any and all expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including reasonable attorney's fees and expenses), arising out of or related to:
 - (i) The acts, omissions, transactions, duties, obligations or responsibilities of any person other than the Manager or Manager Personnel, including but not limited to the Client, the Custodians, any investment adviser to any mutual fund, any broker-dealer executing or clearing transactions on behalf of the Client or any custodian maintaining custody of any portion of the Managed Assets;
 - (ii) Resulting from any misrepresentations, breach of warranty or non-fulfillment of any obligation of the Client under this Agreement.
- (c) The Client understands that certain provisions of this Agreement including, without limitation, this Section 13, may serve to limit the potential liability of the Manager and Manager Personnel. The Client has had the opportunity to consult with the Manager as well as, if desired, the Client's other professional advisors and legal counsel as to the effect of these provisions. The Manager further understands that certain federal, state or provincial laws including, but not limited to, the Advisers Act may impose liability or allow for legal remedies even where the Manager has acted in good faith and that the rights under those laws may be non-waivable. Nothing in this Agreement shall, in any way, constitute a waiver or limitation by the Client of any rights, which may not be so limited or waived in accordance with applicable law.

15 Representations and Warranties.

- (a) The Manager hereby represents and warrants that it has the full legal right and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof.
- (b) The Client hereby represents and warrants that:
 - (i) It has the full legal right and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms hereof;
 - (ii) Any consents or approvals necessary in order for it to enter into this Agreement have been obtained;
 - (iii) It is the sole beneficial owner of the Managed Assets; there is no restriction on the transfer of such assets; and it has the full power, right and authority to transfer such assets;

- (iv) None of the Managed Assets constitute assets: (x) of an of an employee benefit plan subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), whether or not subject to Title I of ERISA; (y) of a plan described in Section 4975 of the US Internal Revenue Code of 1986, as amended; or (z) of an entity whose underlying assets are assets of a plan described in (x) or (y) above, by reason of such plan's investment in the entity;
- (v) It is not a company registered or required to be registered as an investment company pursuant to Section 8 of the Investment Company Act of 1940, as amended (the "Investment Company Act"), nor does it rely on Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act to avoid such registration; and
- (vi) It has received, read and understands the Manager's Form ADV, Part II and the Manager's Privacy Policy.

16 Term of Agreement. This Agreement will be effective as of the date hereof, and will continue on an annual basis thereafter until terminated.

17 Termination. This Agreement may also be terminated at any time by either party giving thirty (30) days prior written notice of termination to the other party hereto. Upon termination of this Agreement, the Manager is under no obligation to recommend any action with regard to the Managed Assets. The Manager retains the right, however, to complete any transactions open as of the termination date and to retain Managed Assets in the Client Account to effect their completion. If the Manager does not receive instructions to transfer the Managed Assets, it may (but shall not be required to) liquidate the Client Account. The Management Fee will be prorated to the date of termination.

18 Legal Advice. It is expressly understood and agreed between the parties hereto that the Manager is not qualified to render any legal advice or to prepare any legal documents for the implementation of the Client's financial plan. The Client agrees that his personal attorney shall be solely responsible for the rendering and/or preparation of all the following: legal advice, legal opinions and legal documents.

19 No Assignment without Consent.

(a) Without the consent of the other party hereto, the rights and obligation of the parties under this Agreement may not be assigned by either party hereto, whether voluntarily or by operation of law. The term "Assigned," as used herein, includes any direct or indirect transfer or hypothecation of this Agreement by either party, or, if applicable, a controlling block of either party's outstanding voting securities by a security holder; provided that, with respect to the Manager, the term shall be defined and interpreted consistent with the Advisers Act. Client understands that, while written notice will be provided and the Client's written consent will be sought for any assignment, under procedures set forth by the SEC Staff through written guidance, the Adviser may infer the Client's consent to an assignment where the Manager provides sufficient written notice to the Client of an actual or potential assignment, and the Client fails to respond timely to such notice or to terminate this Agreement in accordance with its terms.

(b) Notwithstanding anything in Section 4, Client appoints the Manager as its attorney-in-fact for purposes of providing Client's consent to an assignment, as defined in the Advisers Act, by a Sub-Adviser.

20 Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

21 Notices. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid, or if delivered electronically with successful transmission:

If to the Manager:

Wise Wealth, LLC
11 SE 2nd Street
Lee's Summit, MO 64063

If to the Client:

At the address following the Client's signature below; or to such other address as either party may provide to the other in writing.

- 22 **Arbitration.** Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure Rules of the American Arbitration Association.

The parties each acknowledge, understand, and agree that:

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable State or Federal law.
- (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) you (the client) is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- 23 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties pertaining to the subject matter hereof.
- 24 **Waiver and Amendment.** Any of the provisions of this Agreement may be waived in writing at any time by the party or parties who are or are entitled to the benefit of such provision. Any of the provisions of this Agreement may be amended at any time by written agreement of the parties hereto.
- 25 **ADV Acknowledgement.** The Client acknowledges receipt, 48 hours prior to, or up to the time when entering into this Agreement, the Manager's current Form ADV, Part 2 and Privacy Notice. The Manager will also provide the Form ADV, Part 2 of any Sub- Adviser providing investment advice in respect of any Managed Assets, 48 hours prior to, or up to the time such Sub- Adviser implementing any such investment advice.

(Remainder of page intentionally left blank. Signature page follows.)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Wise Wealth, LLC

By: _____

Wise Wealth, LLC Advisor Signature

Date

Client 1 Signature

Date

Print Client 1 Name

Client 2 Signature

Date

Print Client 2 Name

Exhibit A

See Investment Objective and Guidelines in the Investment Proposal

Exhibit B Grouped Accounts

The following Grouped Accounts are affiliated with the Client and shall be aggregated for the purposes of fee billing:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Investment Management Fee Schedule

Pursuant to Section 6 of this Agreement, the Client will pay a Management Fee in an amount equal to the sum of the Manager Advisory Fee which includes the ChangePath program fee.

Manager Annual Advisory Fee:

- (a) The Advisory Fee is calculated by applying 1/12 the following percentages to the *fair market value of the Managed Assets as determined on the last business day of the relevant month*. Manager fee will be calculated monthly and debited from the client account on a quarterly basis.

Account Value	Fee Schedule	Fee Applied
Up to \$500,000	up to 1.35%	%
\$500,001 to \$1,000,000	up to 1.25%	%
\$1,000,001 to \$2,000,000	up to 1.15%	%
\$2,000,001 to \$3,000,000	up to 1.00%	%
\$3,000,001 to \$4,000,000	up to 0.85%	%
\$4,000,001 to \$5,000,000	up to 0.75%	%
\$5,000,000 +	Up to 0.50%	%

- Manager has the ability to enforce a minimum annual Advisory Fee: \$1,000.00