



WEIGEL FIDUCIARY ASSET MANAGEMENT

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement"), effective on this ____ day of _____, 20__, is between the undersigned party,

Client Name	Email Address	Mailing Address

(herein referred to as the "Client") and Weigel Fiduciary Asset Management, a registered investment advisor, whose mailing address is 59 John St #4C, New York, NY 10038 (herein referred to as the "Advisor" and "WeigelFAM"). The Advisor shall provide the Client with investment advisory services via its brokerage account(s) established at the Client's designated custodian as listed in Item 4 of this Agreement (the "Account[s]"). This Agreement becomes effective on the date in which the Advisor receives the signed Agreement from the Client and remains in effect until terminated by either party in accordance with Item 11 of this Agreement. The terms and conditions of this Agreement are as follows:

1. Advisor Authority and Responsibilities. Advisor will work with each client to agree on investment policy and develop suitable diversification and blend of strategies for portfolio construction and/or modification. Upon initial and ongoing financial planning, the Advisor will aim to assure alignment with the client's ongoing needs and objectives. The Advisor will fully discuss the purpose, required management, and client communication process for all Core Diversification Sleeves of Strategy with respect to assets held within and/or outside the firm's assets under management. For assets held outside of the firm, with no aggregation management agreement confirmed, no management fee will be charged and no responsibility by the Advisor can be taken. As a limited term accommodation, the Advisor may agree to circumstances where the Advisor will exercise discretionary and non-discretionary authority over the client's assets under management. When the Advisor exercises non-discretionary authority, the Advisor will not execute any investment recommendations without the Client's prior approval. The Advisor reserves the right to rescind the asset-based, discounted management fee structure (Schedule A) and the client may be charged up to the base 1.25% fee regardless of asset level for the length of this accommodation period. The Advisor will work with the Client to ease the Client into the full discretionary relationship, but at some point, in the future, the Client will need to decide whether the Client prefers an advisory relationship or a brokerage relationship. Except as otherwise noted, the Advisor shall have the power and authority to supervise and direct on a discretionary basis, the investments of and for the Account[s] of the Client, including the purchase and sale of any securities and instruments researched and any other transaction therein and, unless specifically directed otherwise in writing by the Client. The transactions in the Account[s] shall be made in accordance with the objectives of the Client as communicated to the Advisor.

Discretionary Authority. Although ongoing, robust, and frequent client communication is expected, **time/price execution** is recognized as paramount at WeigelFAM. Except as otherwise noted, as per accommodation period described above, the Client grants the Advisor ongoing and continuous discretionary authority to execute its investment recommendations in accordance with the objectives of the Client as communicated to the Advisor, without the Client's prior approval of each specific transaction. Under this authority, the Client shall allow the Advisor to purchase and sell securities and instruments in this Account[s], arrange for delivery and payment in connection with the foregoing, deduct fees from Client Account[s], and act on behalf of the Client in all matters necessary or incidental to the handling of the Account[s]. Unless specifically directed otherwise in writing by the Client, the Advisor is not authorized to receive and vote proxies on issues held in the Account[s]. All transactions in the Account[s] shall be made in accordance with the directions and preferences provided to the Advisor by the Client. The Client will execute instructions regarding the Advisor's trading authority as required by each custodian.

The Advisor will have no responsibility for decisions made by the Client, which are independent from the advice of the Advisor. If the Account[s] contain only a portion of the Client's assets, the Advisor shall not be responsible for assets not designated to the Advisor for investment management and charged a management fee, or for the overall diversification of the Client's total assets.

2. Client Authority and Responsibilities. The Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement

do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such documents and other documents, including the written statement of the Client investment objectives, policies, and restrictions, to the extent these formal documents exist, as the Advisor shall reasonably require.

The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account[s] and that no restrictions on disposition exist as to any such property. The Client will provide the Advisor with Limited Power of Attorney over the Client's Account[s] at the Custodian to enable the Advisor to perform the services herein.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

3. Expenses and Fees. The Client will pay the Advisor an investment advisory fee in accordance with the fee schedule enclosed herewith as Schedule A, provided full discretion is granted from account inception. Otherwise, a negotiated fee ranging from 0.80% to 1.25% will be agreed to prior to account opening and based upon the level and frequency of prior trade approval desired with respect to each Core Diversification Sleeve of Strategy. This negotiated override to the fee structure listed in Schedule A will be in affect for a limited time only.

The investment advisory fee is payable monthly, in advance of each month, based on the fair market value of portfolio assets under management in the Account at the end of the preceding month. Upon initial account opening, assets transferred mid-month, will not be charged the initial monthly fee until month end. Fees are calculated based on the month-end cash and security valuations as provided by the Client's designated Custodian (as noted in Item 4.). Months where additional funds are added, the Client will pay a reduced fee for that month only. Months where assets are withdrawn, the Client will pay a greater fee for that month only. Investment advisory fees will be deducted from the Client Account by the Custodian. The Client will provide written authorization to the Advisor for the deduction of advisory fees on any forms from the Custodian. The Advisor or its delegate shall instruct the Custodian as to the amount of the fees to be deducted from the Client's Account[s]. "Make Whole" fees will be charged in later months for prior months where cash was not available for fee deduction. Clients will receive independent statements from the Custodian no less frequently than quarterly.

Expenses related to the ordinary servicing of the Account, including custody fees, security transaction fees, and/or program fees may be paid by the Client, depending on custody agreement in place at the time. Other non-ordinary fees (i.e. – banking fees) or fees incurred at the direction of the Client may be assessed to the Client. Operating fees of mutual funds and other investment product fees are deducted from the asset value of those investments as defined in the prospectus of the sponsor for each product.

Amendments – The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice. If such amendment is not acceptable to the Client, the Client may terminate this Agreement at any time, pursuant to the provisions of this Agreement.

Multiple Accounts – Unless otherwise noted on Schedule A of this Agreement, should Client have multiple Accounts at the Custodian, the Advisor will bill each respective Account for its respective share of fees. Accounts held away from the Custodian and/or certain non-custodial assets or Account[s] may be billed according to Schedule A for full discretion or a special negotiated rate not to exceed 1.25%, listed in Schedule B for some customized management solution.

4. Custody and Brokerage Transactions. The Client has appointed _Charles Schwab & Co., Inc_ (the "Custodian") to take and have possession of the assets of the Account. **At no time will the Advisor accept, maintain possession, or have custodial responsibility for the Client's funds or securities.**

Per the instruction of the Client, the Advisor will direct, and place certain orders expected to be at or near best execution with or through the Custodian based on the Client's prior approval, under the Client's independent, exclusive agreement with the Custodian. The Client shall be responsible for such brokerage expense (if any) as billed directly by the Custodian. The Client acknowledges that directing brokerage activities solely to one Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable. For other orders (i.e.- Structured Investments), WeigelFAM will directly or indirectly engage in a bidding process with multiple underwriters and/or utilize the services of an outside trading desk as a means of enhanced efforts for best execution for less liquid securities. The Client acknowledges any best execution gains will be reduced by associated fees paid to any outside trading desk. The

Advisor also offers Prime Brokerage Services to its clients as another measure to reduce underwriting fees/costs. Clients will need to sign a separate Prime Brokerage Agreement in order to participate.

The terms of the custody/brokerage account, which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and the Custodian. The Advisor shall not be liable to the Client for any act, conduct or omission by the Custodian acting as broker-dealer or custodian. The Advisor shall not be responsible for ensuring the Custodian's compliance with the terms of the brokerage account. The Client acknowledges that the Custodian will provide duplicate confirms and/or electronic access to the Advisor for all trades in the brokerage account(s). The Advisor is authorized and empowered to issue instructions to the Custodian and to request information about the brokerage account from the Custodian.

5. Aggregation of Trades. Based on the account ownership structure and independent agreements between the Client and the Custodian, the Advisor may or may not aggregate security trades with other accounts managed by the Advisor. The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account[s] with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterparty for other clients of the Advisor or with affiliates of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account[s] will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

5. a) Aggregation of Outside Accounts. The client may or may not choose to aggregate outside investment accounts with respect to WeigelFAM reporting and advisory services. Those outside accounts can fall in one of two categories, Assets Under Management or Aggregated Accounts for Financial Planning Purposes Only. For outside accounts, available to be aggregated as Assets Under Management, management fees would apply, and Advisory responsibilities will be undertaken. Agreements will be made as to the availability of discretionary management or the feasibility of efficient advisory services and a negotiated management fee would be agreed to prior to account aggregation. For outside account not available for discretionary management or not desired by the client to be aggregated as Assets Under Management, no management fee will be assessed, and no responsibility can be undertaken by the Advisor. Assets held for financial planning purposes only will be reported on WeigelFAM Financial Planning reports only. Outside Accounts held as Assets Under Management will be managed, monitored, and reported at both the financial planning and performance levels.

6. Confirmation of Trades. The Client and Advisor will direct that confirmations of any transactions effected for the Account[s] will be sent, in conformity with applicable law, to the Client with a copy to the Advisor.

7. Liability. The Client recognizes that investment recommendations made by the Advisor are opinions only and that the Advisor cannot guarantee any level of performance. All investments have a potential risk of loss that Clients must understand and be willing to bear before implementing any recommendations from the Advisor. It is further understood that neither the Advisor nor any of its employees are qualified to render legal services or prepare legal documents.

Federal and state securities laws impose liability, under certain circumstances, on persons who act in good faith. Therefore, this agreement does not constitute a waiver of any legal rights granted under common law or federal and state securities laws.

8. Conflicts of Interest. The Client understands that the Advisor may refrain from rendering any advice or services concerning securities of companies with which the Advisor has a conflict of interest, which may include companies in which the Advisor's officers, directors, or employees serve in key positions with or have material economic interest. The Advisor has disclosed any material conflicts of interest regarding the Advisor or its representatives, which could be reasonably expected to impair the rendering of unbiased and objective advice to the Client. Such disclosure is provided in the Advisor's Form ADV Part 2A (the "Disclosure Brochure"), Form ADV2B ("Brochure Supplement[s]"), and Form CRS ("Client Relationship Summary").

9. Non-Exclusive Advisory Services. It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ materially from advice given, or vary in the timing or nature of action taken, with respect to the Account[s], so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account[s] over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account[s]. The Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account[s] any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor.

10. Reliance of Information. The Client understands that the Advisor, in the performance of its rights, obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

11. Termination and Cancellation. Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party as defined under the Investment Advisers Act of 1940, as amended. Subject to the terms of this Item, this Agreement shall be binding upon the heirs, successors, legal representatives, or assigns of either one of the respective parties.

Death, Disability and Client Exploitation – This Agreement will not terminate upon the death, disability, or incapacitation of the Client. The Client grants the Advisor permission to report to appropriate securities regulators, adult protective services and /or legal authorities, should the Advisor have reasonable belief that financial exploitation of the Client has been attempted or has occurred. The Advisor may impose a delay on the disbursement of funds or dissemination of information if the Advisor has reasonable belief that financial exploitation of the Client has been attempted or has occurred.

Termination – This Agreement may be terminated, at any time, by either party, by written notice to the other party. In addition, the Client may terminate within five (5) business days of signing this Agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Any un-earned, prepaid fees will be promptly refunded by the Advisor.

12. Governing Law, Disputes and Venue. To the extent federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of California.

13. Disclosures. The Advisor represents that it is registered as an investment advisor, or exempt from such registration with the necessary state or federal securities commissions in accordance with applicable securities laws. The Client hereby acknowledges receipt of the Advisor’s Form ADV 2A (“Disclosure Brochure”), Form ADV2B (“Brochure Supplement[s]”), and Form CRS (“Client Relationship Summary”) which contain information regarding the Advisor’s services, fees, business practices and the background of its Advisory Person[s].

14. Privacy. The Client hereby acknowledges that it has received and reviewed a copy of the Advisor’s Privacy Policy. Except as otherwise agreed to in writing or as required by law, the Advisor will keep confidential all information concerning the Client’s identity, financial affairs, and investments; provided, however, that the Client authorizes the Advisor to contact the Client’s accountants, attorneys and other consultants as deemed necessary by the Advisor.

15. Notices. Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address or through email (at the email addresses provided in this Agreement or at a substitute email address provided by the respective party). By signing this Agreement, the Client hereby consents to communications from the Advisor via email and such emails shall be deemed effective notice upon receipt by the Client. The Client may revoke this consent to email delivery at any time by providing advance written notice to the Advisor.

16. Entire Agreement and Amendment. This Agreement contains the entire agreement and understanding between the Client and the Advisor with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

In the event that any sentence or paragraph is declared by a court of competent jurisdiction to be void, that sentence or paragraph shall be deemed separate from the remainder of this Agreement and the balance of the Agreement shall remain in effect.

By executing this Agreement, the parties acknowledge and accept their respective rights, duties, and responsibilities. The Client also acknowledges receipt of the Advisor’s Disclosure Brochure, Brochure Supplements, and the Advisor’s Privacy Policy.

Client[s]:

Signature: _____

Legal Name: _____

Signature: _____

Legal Name: _____

Advisor: Weigel Fiduciary Asset Management

Signature: _____

Legal Name: David W. Weigel_____

Title: Principal and Chief Investment Officer

(REMINDER - Important Initials and Date Necessary Below)

Schedule A – Fee Billing

The Client will pay a monthly fee based on the tiered fee schedule below unless otherwise negotiated rate applies:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000	1.25%
\$500,001 to \$749,999	1.15%
\$750,000 to \$999,999	1.00%
\$1,000,000 to \$1,499,999	0.90%
\$1,500,000 to \$2,499,999	0.80%
\$2,500,000 to \$4,999,999	0.75%
\$5,000,000 to \$9,999,999	0.70%
\$10,000,000 to \$24,999,999	0.60%
\$25,000,000 and above	Negotiable

Fees are payable in advance of each month, based on the fair market value of portfolio assets under management in the Account at the end of the preceding month. The investment advisory fees in the first month of the Agreement shall not be charged until month end.

The annual rate shall apply to all Account[s] held at the Custodian[s] **except** for the non-discretionary Account[s] listed in the table below:

Account Registration	Account Number	Annual Fee

Except as noted below, all fees shall be billed to their respective Account[s] at the Custodian [as listed in Item 4 of this Agreement].

Name of Account	Bill To Account *

* Note: IRS regulations may prohibit one qualified retirement account for paying fees attributable to another qualified retirement account.

Client Acknowledgement:

Client Initials	Date	Client Initials	Date

Schedule B – Held-Away Assets and Non- Custodial Partnerships

The Client has appointed a “qualified custodian”, as designated in Item 4 of this Agreement. At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client’s funds or securities.

Held-Away Assets

In addition to all assets and Account[s] held at the Client’s Custodian, the following Account[s], which are not held at the Custodian will also be managed by the Advisor on a discretionary or non-discretionary basis and billed according to the instructions below.

Name on Account	Type of Account	Custodian	Account Number	Bill Rate & To Account

Non-Custodial Partnerships

The Advisor may also provide investment advisory services with respect to non-custodial partnership investments, which are not held at the Custodian (the “Non-Custodial Partnerships”). In such instances, the Client shall be required to complete the applicable private placement and/or account opening documents to establish these investments. The Advisor will automatically bill for its investment advisory services with respect to these Non-Custodial Partnerships to the following brokerage account at the Custodian. For certain Non-Custodial Partnerships, the Advisor may not receive quarter-end investment valuations prior to its fee billing calculation. In such instances, the Advisor will use the most recent month-end or quarter-end valuation available from the applicable third-party valuator for the calculation of investment advisory fees.

Name on Account	Account Number	Bill Rate & To Account

Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.

Client Acknowledgement:

 Client Initials Date Client Initials Date