

PEELLE WEALTH MANAGEMENT, LLC

INVESTMENT ADVISORY AGREEMENT

On this _____ day of _____, in the year ____, by and between Peelle Wealth Management, LLC ("PWM") and _____ ("Client").

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

FINANCIAL PLANNING SERVICES – Financial Planning Services are offered on a negotiable fixed or hourly fee basis. Financial Planning Services are exclusive of supervising investments. Services are completed and delivered inside of thirty (30) days as detailed and initialed in Schedule D.

INVESTMENT ADVISORY SERVICES – Advisor offers non-discretionary direct asset management services to advisory clients. Advisor will offer clients ongoing portfolio management services through determining individual investment goals, time horizons, objectives, and risk tolerance. Investment strategies, investment selection, asset allocation, portfolio monitoring and the overall investment program will be based on the above factors. The fee arrangements for these services are detailed in Schedule D of this agreement.

THIRD PARTY ASSET MANAGEMENT– Advisor utilizes the services of third party managers to manage client assets. Third party services are offered pursuant to a separate contract between the client and the third-party manager. The fee arrangements for these services are detailed in Schedule D of this agreement.

(A) Appointment and Acceptance as Investment Advisor

The client hereby appoints PWM as investment advisor for the Account. PWM shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client's Investment Policy Statement (Schedule A). Any other persons authorized to act on behalf of the Client with respect to the Account are identified in Schedule B.

(B) Duties of PWM

PWM hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interests of each client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

The Client acknowledges PWM shall only execute the activities below **with client's prior approval on each and every transaction**:

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, mortgages, notes, mutual fund shares, exchange traded funds, options, variable life insurance, variable annuities, and real estate.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the account.
3. Render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian.
4. When deemed appropriate for the client, PWM may choose other advisors to manage a portion of or all of a client's assets.

PWM will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

PWM represents and warrants that it has authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is duly registered as an investment advisor under the laws of the State of California and other jurisdictions in which it may conduct business.

(C) Duties of Client

Client agrees to:

1. Notify PWM of a change in life status including but not limited to, employment, retirement, marital status, or household.
2. Promptly notify PWM in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide PWM with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.
3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable PWM to perform its investment advisory services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and investment advisory fees.
5. If Account is a fund or plan subject to ERISA, Client represents that either (i) its fidelity bond currently includes PWM as investment advisor to the extent required by applicable law or (ii) Client will promptly cause its fidelity bond to be amended to include PWM as investment advisor to the extent required by applicable law. Client has furnished or agrees to furnish promptly to PWM evidence of such bonding.

(D) Custodian

The Custodian at the time this Agreement is executed is identified in Schedule C. PWM may receive certain administrative benefits from the Custodian that enable PWM to provide the Client with advisory services. Under no circumstances will PWM act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

PWM will not have discretion or custody, at any time, of client funds and/or securities.

(E) Directed Brokerage

In circumstances where a client directs PWM to use a certain broker-dealer, PWM still has a fiduciary duty to its clients. The following may apply with Directed Brokerage: PWM's inability to negotiate commissions, to obtain volume discounts, disparity in commission charges among clients, and potential conflicts of interests arising from brokerage firm's referrals.

(F) Services to Other Clients

It is understood that PWM performs investment advisory services for various clients. Client agrees that PWM may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is PWM's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon PWM any obligation to acquire for the Account a position in any security which PWM, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of PWM it is not for any reason practical or desirable to acquire a position in such security for the Account. PWM shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the Custodian for the Account.

(G) Fees

Client agrees to pay to PWM an annual investment advisory fee, payable quarterly and in arrears. The fee is calculated based on the total market value of assets in the Account managed by PWM as of the last business day of the quarter pursuant to the fee agreed to in Schedule D. Quarterly fees are calculated the last business day of March, June, September and December. Accounts opened within a given quarter are charged a pro rata share at the end of the current quarter. Client shall pay the investment advisory fee within ten (10) days following the end of the quarter being billed. In the event of termination of the Account, PWM is entitled to a pro rata fee for the days service was provided in the final quarter. This final fee is deducted from the Account prior to transfer.

Client acknowledges that PWM may provide client with various insurance products upon which a commission may be paid to PWM or its representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation. PWM is in compliance with CCR Section 260.235.2.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to PWM by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by PWM to reflect its fair market value.

The investment advisory fee is billed directly to the Custodian, with an informational copy of the invoice to Client. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. PWM will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Client shall be given thirty (30) days prior written notice of any increase in fees.

(H) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice.

No assignment of this Agreement by PWM shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund. Sections I, J, L, and M of this Agreement shall survive any termination hereof.

(I) Confidentiality

PWM agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

(J) Title to Assets

Except to the extent Client has notified, or in the future notifies, PWM in writing, Client represents that assets in the Account belong to Client free and clear of any liens or encumbrances.

(K) Market Conditions

Client acknowledges that PWM's past performance and advice regarding Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate.** PWM does not guarantee or warranty that services offered will result in profit.

(L) Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to PWM at:

12636 High Bluff Drive, Suite 400
San Diego, CA 92130

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(M) Limitation of Liability

PWM shall not be responsible for acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. PWM shall not be relieved of any liability imposed by any applicable state laws that cannot be waived.

(N) Governing Law

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws in which the client resides, except to the extent preempted by ERISA.

Notwithstanding the foregoing, nothing contained in the preceding paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable state and federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

(O) Captions

The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

(P) Brochure and Privacy Notice

Client acknowledges receipt of the Form ADV Part 2 and Privacy Notice of PWM. If the Form ADV Part 2 was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five (5) business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Client Initials Date Client Initials Date

_____ Client wishes to receive updates via email at: _____

Client Initials

(Q) Entire Agreement and Amendment

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties 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.

- Schedule A Client’s Written Investment Policy
- Schedule B Identification of Authorized Persons
- Schedule C Identification of Custodian
- Schedule D Schedule of Fees

SCHEDULE A

Client's Written Investment Policy

Complete the information below for each different registration type.

Account 1

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 2

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 3

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 4

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 5

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 6

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Attach additional sheets as necessary.

SCHEDULE B

Identification of Authorized Persons

The following persons are authorized to receive information with respect to the Account. Client will provide PWM with prior written notice of any changes to authorized persons.

Name(s): _____

SCHEDULE C

Identification of Custodian

Brokerage Firm: _____

SCHEDULE D

Schedule of Fees

Managed by PWM:

Fees are based on the value of the assets held in each account. The annual 1% fee is negotiable and may be reduced for combined household accounts. The fee is billed quarterly in arrears. Custodial fees, if any, are charged separately by the custodian.

The annual fee for this account is _____%

Client Initials Date Client Initials Date

Managed by Third-Party Manager:

PWM utilizes the services of a third party manager to manage client assets. These fees do not include brokerage fees that may be assessed by the Custodian.

Client’s signature is required to confirm consent for services within the Third-Party Investment Contract. The fees for third-party money management are disclosed in the Form ADV Part 2 of the third-party manager. Client receives a copy of the third-party manager’s Form ADV Part 2 at least 48 hours prior to initialing below. If Client receives the third-party manager’s Form ADV Part 2 concurrent with initialing below, Client has five (5) business days to terminate third-party manager services without penalty.

Account(s) _____ as identified in Schedule A above.

Client agrees to utilize _____ for third-party management services. By signing below, Client also acknowledges that PWM has provided a copy of the third-party manager’s Form ADV Part 2, Privacy Notice and Written Disclosure Statement, which includes the fee schedule and fee arrangements regarding PWM and third-party manager.

The Total initial annual fee for this account is _____%

PWM’s portion of the annual fee for money management services is _____%

Client Initials Date Client Initials Date

Account(s) _____ as identified in Schedule A above.

Client agrees to utilize _____ for third-party management services. By signing below, Client also acknowledges that PWM has provided a copy of the third-party manager’s Form ADV Part 2, Privacy Notice and Written Disclosure Statement, which includes the fee schedule and fee arrangements regarding PWM and third-party manager.

The Total initial annual fee for this account is _____%

PWM’s portion of the annual fee for money management services is _____%

Client Initials Date Client Initials Date

Fees for Financial Planning Services:

If financial planning services are applicable, clients may choose to compensate PWM on a negotiated fixed fee or hourly basis. A conflict could exist between the interest of the principal of PWM and the interest of the client. The client is under no obligation to act upon our recommendation and if the client elects to act on any of PWM’s recommendations, the client is under no obligation to effect the transaction through PWM.

Prior to the planning process, the client is provided an estimated plan fee. Services include but are not limited to a thorough review of all applicable topics including Wills, Estate Plan/Trusts, Investments, Taxes, and Insurance. The payments are received in two installments: half at the commencement of the planning process with the balance due upon delivery of completed plan. Client may cancel within five (5) business days of signing Agreement for a full refund. If the client cancels after five (5) business days, any unearned fees will be refunded to the client, or any unpaid earned fees will be due to PWM.

_____ **FIXED FEES**

Financial Planning Services are offered based on a negotiable fixed fee between \$3,000 and \$5,000 based on complexity and unique client needs.

_____ **HOURLY FEES**

Financial Planning Services are offered based on an hourly fee of \$300 per hour.

The fee for preparing the financial plan is \$_____

Client Initials Date Client Initials Date

Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below,

Peelle Wealth Management, LLC

By: _____ Date: _____

CLIENT DATA

Name: _____

Address: _____

_____ Date: _____

Client Signature

_____ Date: _____

Client Signature