



WEALTHCARE CAPITAL MANAGEMENT FINANCIAL ADVISORY AND PORTFOLIO INVESTMENT MANAGEMENT SERVICES AGREEMENT

This agreement (“Agreement”) is entered into by and between Wealthcare Capital Management LLC, a Delaware Limited Liability Company headquartered at 1021 E Cary Street Suite 702, Richmond, VA 23219 (hereinafter, “Advisor” or “WCM”) and _____, an investment advisory client whose address is listed below, (hereinafter, “Client” or “you” or “your”) for the purposes of retaining WCM to provide financial advisory, portfolio management and/or investment supervisory services to Client as described below.

Client may be required to complete documentation necessary to open one or more brokerage accounts (“Brokerage Documentation”) with Client's designated custodian and to provide custodial and/or execution services described below. This Agreement is in addition to and not a replacement for the Brokerage Documentation. In the event of any inconsistency between the Brokerage Documentation and this Agreement with respect to the services and processes described herein, this Agreement shall control.

The execution of this Agreement allows WCM to open one or more investment accounts on your behalf now or at a future date upon your instructions to WCM to do so. Investment accounts may include discretionary or non-discretionary portfolio management accounts, separately managed accounts, mutual fund and exchange traded fund (“ETF”) accounts, the selection of dual-contract third party money managers, and the purchase and sale of individual stocks, bonds and cash or cash equivalents, or other securities. Financial advisory services as defined below, provided by WCM or its affiliated financial advisor (hereinafter, “IAR”) may include the preparation of an investment policy statement or written financial plan (“Wealthcare Plan”), or both.

By signing this Agreement, Client retains WCM to act as the primary investment manager for the account(s) designated for management (the “Account(s)”) in accordance with the terms and conditions described in this Agreement.

1. Portfolio Management. By signing hereunder, the Client is opening one or more discretionary advisory Account(s) with WCM. Discretionary Accounts include all advised Client household assets as reported by the Client or the Client’s custodian(s) to WCM. By granting WCM discretionary authority, the Client authorizes WCM to buy, sell, or otherwise trade securities or other investments in the Account and to change the Client’s investment objectives in accordance with WCM’s best efforts to meet Client’s goals without discussing the transactions with the Client in advance. WCM will make investment decisions and recommendations for the Account according to the investment objectives, including goals, priorities, time horizon and risk tolerance, financial circumstances and other information as provided by the Client. Notwithstanding the foregoing, WCM’s is authorized to hire third party investment managers as described below. The Client, nevertheless, has the opportunity to place reasonable restrictions on the types of investments to be held in their Account. Any such restriction request must be delivered to WCM in writing by the Client.

The Client grants WCM full discretion to engage one or more third party investment managers, sub-advisors, or co-advisors to assist in the management of the Client’s Account. In certain instances, the hiring of a third party investment manager may require the execution of a separate contract directly with that manager, (“Dual Contract”). If third party investment management services are deemed to be suitable for the Client, WCM will facilitate the introduction of Client to a third party investment manager based upon, among other things, Client’s investment objectives, risk tolerance and time horizon. Services provided by any applicable third party investment manager will be described in detail in the third party investment manager’s Form ADV Part 2A or other appropriate disclosure brochure. Client should refer to such disclosure document for a complete discussion of the services offered, including a description of

all fees and expenses associated with the program.

The Client also has the option to open a non-discretionary advisory Account with WCM which would require a Client's prior approval of any recommended transactions prior to the execution of trades in the Client's Account by WCM or the retention of an independent investment manager.

In the event an unaffiliated investment manager is recommended by WCM and engaged to manage all or a portion of the managed assets in the Client's Account(s), WCM, to the extent applicable, will be responsible for continuing to supervise the Client's Account(s), and the actions of the investment manager in connection with the Client's Account(s). WCM will not be responsible for the payment of independent investment managers' fees or other related charges, which the Client will bear.

In addition, where applicable, you authorize WCM to convert any open end mutual fund, (each a "Fund") in an Account to a share class of the same Fund which is a load-waived or no-load share class such as an Institutional share or Financial Intermediary share, or to a share class that is available only to investment advisory clients (collectively, an "Investment Advisory Share"), to the extent available.

The Client may transfer into the account some existing assets ("Legacy assets") from prior to WCM's inception, and may wish WCM to include those assets in the new Advisory account. While WCM did not recommend these assets, WCM may manage and rebalance these assets, unless the Client requests restrictions on them. Regardless, the Client retains all responsibility for owning these assets. By signing below, the Client expressly authorizes WCM to charge its regular fees on those assets.

While the Wealthcare Plan, if applicable, provides a recommended allocation of asset classes based on Client's goals and priorities amongst those goals, the Client, or its third party designees, is responsible for fund selection, implementation and rebalancing any assets not managed by WCM.

From time to time, Client and WCM may agree to include additional Accounts to be subject to this Agreement and may do so by either oral agreement or upon WCM's written acknowledgment accepting additional assets. For the avoidance of doubt, reference to Accounts in this Agreement shall include any accounts opened at execution of this agreement as well as any additional assets or new Accounts entered into after execution of this Agreement. Any future assets or Accounts agreed to by the parties will be subject to the terms of this Agreement and will be charged according to the Advisory Fees defined in Section 4 and Exhibit A herein, unless both parties agree to other arrangements in writing. WCM will maintain records of all Accounts, and corresponding assets, subject to this Agreement, which are available upon request. Client or the beneficial owner of the Account will generally be required to complete additional paperwork with their account custodian that provides WCM with trading authority over the account. For the avoidance of doubt, references to Client throughout the remainder of this Agreement include the beneficial owner of any Account managed by WCM.

Client acknowledges that it is Client's responsibility to provide WCM with updated information, as necessary, and that WCM, and all other persons affiliated with WCM have the right to rely on such information. WCM will be available to Client on an ongoing basis to assist with deposit and withdrawal instructions and to ascertain any changes in the Client's financial circumstances and/or investment objectives.

The Client retains individual ownership of all securities held in the Account.

2. Financial Advisory Services. The Client may retain WCM to prepare a written financial plan ("Wealthcare Plan") based on the Client's individual financial needs and circumstances. In the event a Financial Plan is developed, it may act as a substitute for an investment policy statement. Because the Wealthcare Plan, if applicable, will be based on the information that the Client provides to WCM, the completeness and accuracy of the information provided is very important. Once the Client has received the written Wealthcare Plan, the Client will have the sole responsibility for determining whether to implement the recommendations contained therein. The Client may then engage WCM to implement the investment recommendation of the Wealthcare Plan.

WCM, in conjunction with the Client, will review and update the Client's financial plan, if applicable, on at least an annual basis. The purpose of this update is to capture changes in the Client's financial situation, plan objectives or relative goal priorities or any other material change in circumstances. In addition, WCM will provide an updated Wealthcare Plan for the Client upon request. Because the Wealthcare Plan is dependent on the accuracy of the information provided by the Client, the Client retains responsibility for the accuracy and completeness of the information reflected in the Wealthcare Plan. The Client understands that the Wealthcare Plan is dependent on the accuracy of information provided by the Client or on its behalf, and WCM is entitled to rely upon that accuracy without further investigation. Accordingly, the Client is responsible to ensure that the information provided to WCM is complete and accurate in every respect. By accepting the Wealthcare Plan, as delivered, Client is attesting to the accuracy of the Client provided information in the Wealthcare Plan.

3. Power of Attorney and Trading Instructions. Subject to any limitations or restrictions that Client places on WCM's authority, with respect to any Accounts, Client grants to WCM power of attorney to manage or arrange to have the Accounts managed. WCM will not have physical custody of any assets in the Accounts. Client has or will authorize the custodian to accept from WCM all trading instructions related to its Accounts. Trading instructions include but are not limited to instructions with respect to buying, selling (including short selling), assigning, transferring, and trading in securities and commodities and/or contracts relating to the same on margin or otherwise, and stock option transactions. WCM's trading authorization on Accounts managed by third parties is subject to the terms of the agreement executed between the Client and the Client's designated custodian(s).

Client authorizes the custodian to accept WCM's instructions related to the designated Account(s), including the disbursement of assets in Client's name and sent to the address or custodial account of record or to disburse assets from an account for investment purposes. Under no circumstances will WCM accept or assume any authority to disburse, transfer or otherwise convert any assets of the Accounts in cash to any party other than Client, unless WCM accepts explicit written instructions to do so by the Client, and those instructions have been verified. You authorize custodian to accept from WCM instructions relating to the reinvestment of dividends and capital gain distributions in the Accounts.

The custodian is authorized to rely on the instructions of WCM without further direction from the Client, and the custodian will be so notified by Client. Client agrees that no party will be liable for any loss, liability, cost or expense for acting upon instructions from WCM and agrees to indemnify and hold WCM harmless from any such loss, liability, cost or expense.

4. Advisory Fees. Client will pay WCM a fee for its investment management and financial advisory services (the "Fee"). The Fee is set forth on Exhibit A and will be a percentage of the market value of all assets in the Accounts on the last trading day of each calendar quarter or the inception date of one or more Client Accounts unless otherwise described below. The WCM Fee is payable pro rata quarterly in advance upon inception and quarterly in advance in full thereafter, except that accounts held at third party investment managers may be calculated by the third party investment manager based on the terms of a separate agreement, which WCM, Client or both will enter with the respective party. Fees will be directly deducted from the Client Account(s) by the custodian, unless WCM and Client have agreed to a different payment method.

Fees charged may be negotiated based on a variety of factors. Client acknowledges that fees may vary across accounts and are subject to change per the terms of Item 4(d) below.

WCM shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of your funds in your Account. For the duration of this Agreement, a portion of the Fees in connection with the Account may be paid to your IAR and other employees or agents of WCM and its affiliates.

(a) Additions and Withdrawals. The Client may make additions or withdrawals to any Account at any time. The Client may withdraw assets from their accounts upon notice to WCM, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for additional assets received by the Account, withdrawals from the Account, or for Account appreciation or depreciation, within a billing period. A pro rata refund of fees charged will be made if this Agreement is terminated within a billing period. WCM

will impose no start-up, closing, or penalty fees in connection with the Account. Notwithstanding the foregoing, Accounts held by other third party investment managers, may be subject to fee adjustment methodologies that vary from WCM's fee adjustment methodologies as described in this paragraph. Client is responsible for reviewing any relevant third party investment manager disclosure documentation and corresponding agreement(s) to understand relevant third party's fee adjustment methodologies. WCM is not responsible for any fee adjustment errors committed by any third party.

- (b) **Payment Method.** The Client authorizes the Fees covered under this Agreement to be automatically debited by the custodian from their Accounts and disbursed to WCM. The Client will be responsible for verifying the accuracy of the fee calculation. The custodian will not determine whether the fee is calculated properly. The Client agrees to instruct the custodian to allow payment of such fees directly to WCM, if necessary.
- (c) **Alternative Payment Methods.** In the event a custodian does not permit automatic deduction of Fees under this Agreement, the Client agrees to remit payment by an alternative method as agreed to in writing between WCM and Client on as nearly as timely a basis as is feasible as if the custodian had allowed the automatic debit from their Accounts for disbursement to WCM.
- (d) **Changes to Fee.** Client shall be provided with thirty (30) days' prior written notice of any increase in the Fee applicable to the Account, however, WCM may reduce the Fee without notice.
- (e) **Other Fees and Charges.** The Client will be solely responsible for all commissions and other transaction charges and any charge relating to the custody of securities in the Account. The transaction fees will be outlined in the Brokerage Documentation or in a separate disclosure from the custodian. In addition to the Fee, the Client may also bear fees charged by independent investment managers that are engaged to manage the Account.

5. Custody. The Client has appointed or will appoint a separate custodian to take possession of the cash, securities, and other assets in the Account. WCM will not have possession of the assets in any account or to the income produced therefrom and will not be responsible for any acts or omissions of any custodian or broker-dealer for any account. WCM will not have access to trade in any account until such time as a custodian has confirmed 1) the deposit of the assets into the Account; 2) that the Client's power of attorney is active; and, 3) WCM's trading authority has been enabled by the custodian.

The Client has directed or will direct its custodian to send a statement at least quarterly for every quarter in which there is activity in the account which indicates all amounts disbursed from an account (including the amount of any fees paid to WCM), all transactions occurring in the account during the period covered by the statement, and a summary of the account positions and portfolio value at the end of the period. The Client has directed or will direct the Custodian to send copies of the account statements to WCM.

The Custodian at the time this Agreement is executed is identified by oral agreement or in writing. If the identity of the Client's Custodian changes from the date of executing this Agreement, the Client will provide WCM with prompt, written notice of the change. Client hereby authorizes WCM to receive from the Custodian a copy of any Custody Agreement in effect at any time with respect to the Account. Client acknowledges that different Custodians may charge different fees that are greater than or lesser than the fees charged by the Custodian at the time this Agreement is executed. In the event the identity of the Client's Custodian changes, WCM's fees will remain subject to the Advisory Compensation identified in Section 4 and Exhibit A of this Agreement.

WCM is not responsible for errors made by the Custodian.

6. Trading and Execution Services. As a general matter, WCM, its divisions and employees, and the Sub-Advisors, shall use an account custodian's execution services to effect transactions for the purchase and/or sale of securities and other investments in Client's Accounts and for any Held Away Investment subject to any instructions received from the Client regarding execution services. Brokerage commissions in accounts managed by WCM depend on the custodian selected by the Client and the number of shares executed per trade among other factors. The custodian

should provide you with information about the commission rates charged. WCM does not provide brokerage services, nor does it earn or share in any brokerage commissions. In the event that the Client directs WCM to use a particular broker/dealer or custodian, WCM may not be authorized under those circumstances to negotiate commission and may not be able to obtain volume discounts or best execution. In addition, under these circumstances a disparity in commission charges may exist between the commissions charged to clients who direct WCM to use a particular broker/dealer or custodian and other clients who do not direct WCM to use a particular broker/dealer or custodian.

When evaluating broker/dealers that may provide the best execution, WCM will consider the full range and quality of services, which may include, among other things, the value of research provided to WCM as well as execution capability, commission rate, financial responsibility and responsiveness. The broker/dealer selected may provide WCM with research and/or other transaction-related services which may cause you to pay commissions for affecting transactions that are higher than the commission other broker/dealers may have charged. Such research and other services may be used for WCM's or its employees or agents own accounts or other client accounts to the extent permitted by law.

7. Indemnification. You hereby agree to indemnify and hold harmless WCM, its officers, employees, contractors, agents, successors and assigns against any and all claims or liabilities by virtue of their acting on your instructions. This indemnity shall be binding upon your successors and assigns.

8. Risks. Investing in securities of any type involves varying degrees of risk. Some of those risks are defined in WCM's Form ADV, Part 2A or applicable third party investment manager ADV brochure (the "disclosure documents") as may be appropriate. You explicitly acknowledge receiving and reviewing such disclosure documents and agree to assume the risks associated with your given investments. The Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Client's investment and other objectives will be achieved. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

9. Arbitration. This Agreement contains a pre-dispute arbitration clause. By signing this Agreement, the parties agree as follows:

- (a) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED OR TO THE EXTENT SUCH A WAIVER WOULD VIOLATE APPLICABLE LAW.
- (b) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- (c) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- (d) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- (e) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- (f) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- (g) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE A PANEL OF ARBITRATORS IN RICHMOND, VIRGINIA, THAT HAS BEEN APPROVED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ARBITRATION SHALL BE CONDUCTED ACCORDING TO THE AAA'S COMMERCIAL ARBITRATION RULES AND

PROCEDURES.

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 WHO 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; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER 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.

10. Retirement or Employee Benefit Plan Accounts: ERISA PROVISIONS:

If a client is either (a) a pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (b) a tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; (c) an Individual Retirement Account (“IRA”) under Section 408 of the Code; or (d) another qualified employee benefit plan not subject to ERISA, the following applies:

For accounts subject to ERISA, or other regulatory jurisdiction which required such acknowledgement, and WCM is advising Client as a discretionary investment manager, WCM is an “investment manager” within the meaning of Section 3(38) of ERISA. Regardless, for accounts subject to ERISA, WCM acknowledges that it is a “fiduciary” within the meaning of Section 3(21) of ERISA when providing “investment advice” as defined by ERISA.

11. Proxies and Related Materials. WCM does not accept the authority to and will not vote proxies on behalf of Client. Client retains the responsibility for receiving and voting proxies for any and all securities maintained in their Accounts or any Held Away Investment. In certain circumstances, if Client is an employee benefit Plan subject to ERISA, by signing below, Client hereby requests and instructs WCM that Client will vote proxies on its own behalf.

12. Duration, Termination, Assignment. The provisions of this Agreement shall be continuous and shall inure to the benefit of WCM’s present organization, and any successor organization or assigns. This Agreement may not be assigned by Client without the consent of WCM and WCM may not “assign” this Agreement, as that term is interpreted by the Investment Advisers Act of 1940. Notwithstanding anything to the contrary herein, this Agreement and any Brokerage Documentation may be terminated at any time, upon oral or written notice, by either party to the other and termination will become effective upon receipt of notice.

Client may terminate any of the investment management options covered by this Agreement by contacting WCM as per the instructions in the Notice Section of this Agreement. If you terminate this Agreement, however, all investment management Programs entered into by you will be terminated as a result.

Termination of this Agreement will not, however, affect the liabilities or obligations of the parties incurred, or arising from transactions initiated, under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon the termination of this Agreement, WCM shall not be under any obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other investments in any Account. WCM retains the right, however, to complete any transactions open as of the termination date and to retain amounts in any Account sufficient to such completion.

13. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, THE ENTIRE LIABILITY OF WCM SHALL BE THE RECOVERY OF DIRECT DAMAGES, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ANY FEE PAID FOR THE MATERIAL OR SERVICE CAUSING SUCH DAMAGE. IN NO CASE SHALL WCM, ITS OFFICERS, EMPLOYEES OR CONTRACTORS BE LIABLE FOR LOST OR CORRUPTED DATA FROM A PLAN, LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION ARISING FROM THE USE BY CLIENT OF WCM’S INVESTMENT METHODOLOGY EMPLOYED IN CREATING THE PLAN, OR THE PLAN, FOR ANY OTHER CLAIM RELATED IN ANY WAY TO CLIENT’S USE OF THE PLAN, OR ARISING FROM ANY OTHER MATTER RELATING TO THIS AGREEMENT.

IT IS THE CLIENT'S RESPONSIBILITY TO WORK WITH THEIR REPRESENTATIVE TO IMPLEMENT WCM'S ADJUSTMENTS AND MODIFICATIONS TO THE ORIGINAL WEALTHCARE PLAN, AND IT IS THE CLIENT'S RESPONSIBILITY TO ENSURE THAT THE WCM PLAN IS FOLLOWED. IF THE CLIENT CHOOSES TO DEVIATE FROM THE PLAN OR CHOOSES TO NOT IMPLEMENT ANY FUTURE MODIFICATION OR RECOMMENDATION BY WCM, CLIENT SHALL ASSUME FULL RESPONSIBILITY FOR THE RESULTS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE WARRANTIES SHALL BE EXCLUDED AND THE LIABILITY OF WCM SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

FURTHER, IT IS THE CLIENT'S RESPONSIBILITY TO MAKE SURE THEY SUBMIT ANY AND ALL CHANGES IN CLIENT'S FINANCIAL CIRCUMSTANCES OR OTHER INFORMATION, INCLUDING CONTACT INFORMATION, TO WCM. WCM ASSUMES NO RESPONSIBILITY FOR ANY CONSEQUENCE AS A RESULT OF WCM NOT RECEIVING THE CORRECT UPDATED INFORMATION.

WITH RESPECT TO A WEALTHCARE PLAN, SUCH PLAN IS TO BE REVIEWED FOR ACCURACY BY THE CLIENT. IN THE EVENT ANY INFORMATION CONTAINED IN THE PLAN IS INCORRECT OR INACCURATE, IT IS EXCLUSIVELY THE RESPONSIBILITY OF THE CLIENT TO NOTIFY WCM TO CORRECT THE INCORRECT INFORMATION, AND WCM ASSUMES NO RESPONSIBILITY THERETO.

14. Governing Law. This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to principles of the conflict of laws.

15. Miscellaneous.

- (a) **General Lien.** To the extent permitted by applicable law, all assets held in the Account shall be subject to a general lien for the discharge of all of your debts and obligations to WCM and/or our affiliates, including any overpayment made by us with respect to the Account. You hereby authorize the custodian on WCM's behalf after debiting any un-invested cash or Sweep Investments in the Account, to sell any and all assets in your Account without notice to satisfy this general lien. In enforcing this lien, we shall have the discretion to determine which securities and property are to be sold. We are hereby further authorized to transfer securities and other property from any other account at WCM or its affiliates in which you have an interest, regardless of whether there are other account owners, in order to satisfy deficiencies in the Account.
- (b) **Non-Exclusivity.** Client understands and agrees that WCM, its IARs, any third party money managers in its advisory programs, and their respective affiliates may give different advice, take different action, or receive more or less compensation, or hold or deal in different securities for any other party, client or account, including their own accounts or those of their affiliates, from the advice given, actions taken, compensation received or securities held or dealt for a client.
- (c) **Timely Transmission of Information.** You understand that, in order to open and continue managing the Account and any Held Away Investment(s), WCM is required to obtain certain information from you. If this information is not provided by you fully or in a timely manner, WCM may suspend trading in your Account until the information is provided and/or terminate the Account or its management of any Held Away Investment. You will deliver to WCM, orally or in writing (as specified by WCM), all of the information that WCM may require or reasonably request to perform WCM's duties hereunder without violating or causing any violation of any applicable law.
- (d) **General WCM Guidelines.** As disclosed in the applicable WCM brochure, WCM's investment advisory accounts may be subject to certain guidelines such as guidelines relating to economic sector and security diversification, approval of securities (including mutual funds and ETFs) that may be purchased for accounts, and asset- mix parameters. Limitations may also exist related to the types of transactions (i.e., covered options writing, protective put buying, purchases of puts, calls and LEAPs) that may be conducted. Securities that you currently own may not be compatible with WCM's investment advisory programs. At

the time you instruct WCM to open an investment advisory Account, if you wish to fund your investment advisory Account with securities, you will discuss with your WCM IAR or a third party investment manager the compatibility of your securities with the advisory program you have selected. You understand and agree that incompatible securities will have to be liquidated or otherwise transferred. Such sales could result in realized losses or adverse tax consequences. You acknowledge and accept the foregoing.

- (e) Risk. Investing in securities of any type involves varying degrees of risk. Some of those risks are defined in WCM's Form ADV Part 2A or applicable third party investment manager's Form ADV Part 2A brochure (the "disclosure documents") as applicable. You explicitly acknowledge receiving and reviewing any relevant disclosure documentation and agree to assume the risks associated with your given investments. The Client represents that no party to this Agreement has made any guarantee, either oral or written, that the Client's investment and other objectives will be achieved. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

16. Representations.

- (a) WCM represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended, and is authorized and empowered to enter into this Agreement.
- (b) The Client represents and confirms that: (1) the Client has full power and authority to enter into this Agreement; (2) the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding according to its terms. At any time that Client engages WCM to manage a new Account or Held Away Investment under this Agreement, Client reconfirms this representation.
- (c) If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by WCM are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to the Client and that such trustee or fiduciary is duly authorized to enter into and renew this Agreement. The trustee or fiduciary shall provide WCM with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise WCM of any material change in his or her authority or the propriety of maintaining the Account. At any time that Client engages WCM to manage a new Account under this Agreement, Client reconfirms this representation.
- (d) Client authorizes WCM to respond to inquiries from, and communicate and share information with, Client's designated attorney, accountant, investment manager and or other professionals to the extent necessary in furtherance of WCM's services under this Agreement or other Client personal or business purposes. Client will notify WCM in writing who the designated professionals are that represent the Client other than any third party money managers selected by WCM on behalf of the Client, if applicable.

17. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, sent by overnight courier, or by email or three days after mailing by registered mail (postage prepaid).

All notices or communications to WCM should be sent to WCM's then-current mailing address which is currently 1021 East Cary Street, Suite 702, Richmond, Virginia 23219 or via email to the attention of the Compliance Department at compliance@wealthcarecapital.com. Client can confirm WCM's current address by visiting the firm's website at www.wealthcaregdx.com.

18. Entire Agreement. This Agreement represents our entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this agreement.

19. Amendment. WCM shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Except for WCM's ability to reduce the Fee in accordance with Section 4(d) of this Agreement, amendments shall become effective thirty (30) days after WCM has notified the Client in writing of any change or such later date as is established by WCM.

20. Authorizations and Acknowledgments.

(a) Proxies. By executing this Agreement, you acknowledge that the responsibility for receiving and voting proxies for any and all securities maintained in their Accounts lies with you as described in the "Proxies and Related Materials" section above.

(b) Communications and Notices via Electronic Delivery.

i. Electronic Delivery: By providing your email address below or as otherwise to WCM or your IAR, you authorize WCM to deliver any type of document relating to your existing and future investment advisory Accounts, and relationships with WCM (including WCM's or your third party investment managers' Form ADV brochures, brochure supplements and privacy notices), instead of paper copies, in accordance with Section 17 herein. For the avoidance of doubt, your consent to electronic delivery may also apply to delivery of documents such as notification of Wealthcare Plan reports and Investment Policy Statements posted to your client portal, Account statements, trade confirmations and tax documents (such as 1099 forms), if so permitted by the custodian. A provision to this effect will be controlled by the Brokerage Documentation for your Account. Client acknowledges having the ongoing ability to receive and open standard email and corresponding electronic documents (i.e. excel spreadsheets, word documents, and PDFs). If, at any time, Client's electronic delivery situation changes, or Client is unable to open a specific document, Client agrees to immediately notify WCM so that the specific issue can be addressed and resolved. Client releases and holds Advisor harmless from any and all claims and/or damages of whatever kind resulting from Advisor's electronic transmission of information, provided that WCM has correctly addressed the electronic transmission to Client and/or other intended recipient. If multiple parties represent the Client's interest, WCM will only provide the relevant document or notice to the one email address provided below. You can revoke this consent at any time by contacting compliance@wealthcarecapital.com. You may also, without revoking this consent, request a paper copy of any document received electronically.

ii. Computer Access: You acknowledge that you have access to a computer which can access these documents (including PDF software, available free of charge at Adobe's website www.adobe.com and that you may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). We are not liable for these costs or any computer problems (including viruses) you incur in accessing the documents.

(d) Disclosure Document. By signing below, the Client acknowledges receipt of WCM's Privacy Notice, WCM's Form ADV Part 2A and the appropriate Part 2B, applicable third party investment manager ADV brochure or similar disclosure documents. The Client also acknowledges having reviewed the risk factors and fees associated with the Account.

If at a future date, Client requires a copy of WCM's Form ADV Part 2A, it can be acquired at any time on the Advisor's website at www.wealthcaregdx.com or by emailing us at compliance@wealthcarecapital.com to request a printed copy.

(e) Capacity. By signing below, you acknowledge receiving a copy of the Agreement and represent that you have the capacity and authority by law to enter into this Agreement. If Client is a corporation, institution, retirement plan and/or trust ("an Entity"), you further represent that if, signing on behalf of an entity, that entity has the written authority to enter into a managed account, appoint a money manager and hire the parties described hereunder.

This Agreement contains a pre-dispute arbitration clause (in Section 9) under which you agree to arbitrate any disputes with us.

Signature Page Follows

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WEALTHCARE CAPITAL MANAGEMENT LLC

1021 East Cary Street, Suite 702, Richmond, VA 23219 T: 804.644.4711 F: 804.433.1187 www.wealthcaregdx.com

.....FADIMA Version *-(Wealthcare Direct)- September 2022*.....

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BY CLIENT		BY CLIENT	
Signature		Signature	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	
Accepted by Wealthcare Capital Management Date: _____ By: _____ as Authorized Signatory (Name):			

CLIENT INFORMATION	
Client Name(s) & Title	
Name of Business, Estate or Trust (if applicable)	
Client Address	
Client Home/Cell Phone	
Preferred Email Address	

EXHIBIT A - ADVISORY & FINANCIAL PLANNING SERVICES FEES AND TERM SHEET

Client Name(s): _____

Your Registered Investment Adviser Representative: Wealthcare Direct

Custodian

The Client is free to select and designate the Custodian of the assets of the respective Account(s). At no time will WCM 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 all orders for the execution of transactions with or through Custodian, under the Client’s independent, exclusive agreement with Custodian. The Client shall be responsible for such brokerage expense as billed directly by Custodian. The Client acknowledges that directing the brokerage activities solely to Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable. Subject to the terms of Client’s agreement with the custodian, Client may remove or replace the custodian at any time. Client is responsible for any changes to custodial arrangements with Client’s respective custodian(s).

Investment Management Fee

The Client will pay an annual fee, billed quarterly in advance, based on the schedule below (fees are a percentage unless otherwise noted). Combined Annual Wealthcare Plan and Portfolio Management fee schedule, if applicable:

1.0%

CLIENT INITIALS	

Please note that the Fee listed above is in addition to any fees outlined in the Brokerage Documentation signed by the Client. The Fee calculation methodology is described in Section 4 of this Agreement.

The Fee will be calculated based on the total household managed Client Account value, and will be billed pro-rata against the accounts within the household (unless otherwise directed). Additionally, the Advisor does not charge fees on the value of any unmanaged segregated securities in the Account as agreed upon by the Advisor and the Client.

Please note that custodians charge fees for their services. Trading fees may be on a per trade basis or may be based on a percentage of assets under management. WCM is not affiliated with any third party custodian. WCM is not responsible for the errors made by the custodian or any other applicable third parties. No fees earned by a third party custodian are shared with WCM.

In addition to custodial service fees, mutual funds an exchange-traded funds (“ETF”) incur certain operating, trading costs and portfolio management costs called a fund’s expense ratio, that in total represent a reduction of those securities returns. The custodian of the Client’s accounts is responsible to provide initially any information from the managers and sponsors of these funds that disclose their respective expense ratios. No component of any mutual fund or ETF expense ratio represents revenue to WCM.

Exhibit B - Privacy Policy (Effective January 1, 2022)

Wealthcare Capital Management LLC and its DBA's or divisions ("WEALTHCARE") have adopted policies and procedures to protect our client's non-public personal information.

As your investment adviser, or service provider to your investment adviser, WEALTHCARE collects non-public personal information about you from unaffiliated third-party investment custodial applications and other forms submitted to us by you or submitted to us by your financial consultant, custodian or other authorized representatives (such as your accountant or attorney) and through the normal course of business as your investment adviser or as a service provider to your investment adviser.

The types of non-public personal information WEALTHCARE collects and shares will depend on the product or services you receive from us. WEALTHCARE regards non-public personal information to be data such as your name, address, telephone/fax numbers, e-mail addresses, Social Security number, assets, income, investment objectives, risk tolerance, account numbers, account balances, transaction history, beneficiary information, bank account information and credit card information.

WEALTHCARE will not disclose non-public personal information about you to anyone, except:

1. For our everyday business purposes - such as to process your transactions or maintain and monitor your account(s),
2. To non-affiliated third parties who assist us in administering your investment account(s) - such as your brokerage, mutual fund or other investment custodian(s),
3. In connection with a government or self-regulatory organization request or investigation,
4. For our marketing purposes – to offer *our* services to you,
5. With Broker-Dealers who have regulatory requirements to supervise certain of your Advisor's activities, and
6. In connection with certain financial advisor transitions, which are described in greater detail below.

WEALTHCARE restricts access to your personal and account information to those employees who need to know that information to provide services to you, your financial consultant or other authorized representative. Employees and third party vendors/contractors governed by confidentiality agreements are prohibited from disclosing non-public personal information to any person or entity outside WEALTHCARE, during or subsequent to their employment or contractual engagement with WEALTHCARE.

Additionally, WEALTHCARE maintains physical, electronic and procedural safeguards that meet federal and/or state standards to guard your non-public personal information.

WEALTHCARE's privacy policy applies to current, future and past clients. If you decide to close your account(s) or become an inactive client, WEALTHCARE will adhere to the privacy policies and practices as described in this notice. If there is a material change in WEALTHCARE's privacy policy, you will be notified via written notice.

Also, if your financial advisor had a client relationship with you prior to your relationship with WEALTHCARE, then WEALTHCARE may have agreed to allow your financial advisor to solicit or recruit you to join his or her new firm if the financial advisor's relationship with WEALTHCARE is terminated. In those instances, your financial advisor will be permitted to take your personal information and other account information to their new firm.

Please be aware that WEALTHCARE entered into the Protocol for Broker Recruiting (Protocol) on April 24, 2009, with certain other brokerage firms, and if WEALTHCARE remains a signatory to the Protocol as of the effective date of your advisor's termination from WEALTHCARE, then WEALTHCARE may permit your financial advisor to take your name,

address, phone number, email address and the account title of the accounts serviced (or additional information as permitted if the Protocol is amended) while your financial advisor was associated with WEALTHCARE if your advisor joins one of these Protocol firms. The retention of this limited information by your advisor under the Protocol may occur even if you have exercised your rights to limit information sharing as described below.

If you would like to limit the personal information that your financial advisor could disclose or take if he or she moved to another brokerage or investment advisory firm and terminated their relationship with WEALTHCARE, please send a written request by email to compliance@wealthcarecapital.com with the subject of "PRIVACY OPT OUT". You can withdraw your opt-out choice at any time by contacting us in writing at the email address provided above. Please note that for accounts held jointly by two or more persons, the privacy choices made by any account holder apply to all joint holders with respect to the account.

If your primary address is in a state that requires your affirmative consent to share your personal information with a new firm, then you must give your written consent before we will allow your financial advisor to take any of your personal information to that new firm. As of the date of this notice, if your mailing address provided for your account is in California, North Dakota, or Vermont, we will automatically treat your account as if you do not want us to disclose your personal information to non-affiliated third parties for purposes of them marketing to you, except as permitted by the applicable state law.

If you have any questions regarding this privacy policy, please do not hesitate to call your financial consultant or call WEALTHCARE's Compliance Department at (804) 644-4711, or send an email inquiry to compliance@wealthcarecapital.com.

EXHIBIT C - HELD AWAY INVESTMENTS

ADDENDUM TO FINANCIAL ADVISORY AND PORTFOLIO INVESTMENT MANAGEMENT SERVICES AGREEMENT

This Addendum amends the above-referenced Agreement by and between Wealthcare Capital Management LLC (hereinafter, “WCM”) and _____, an investment advisory client, (hereinafter, “Client”), for the purposes of expanding its advisory services (as set forth in the Agreement) provided to the Client to include both (1) Client household investment assets where Client previously granted WCM discretionary investment authority under the Agreement and (2) additional Client household investment assets listed below on this Addendum (and referred to as “Held Away Investments”). Client hereby grants WCM, to the extent feasible for each Held Away Investment, discretionary trading authority through this Addendum and as provided for in the Agreement. Client understands that advisory services related to the Held Away Investments will be provided within the limitations on those assets imposed by the structures where or within such assets are held, including but not limited to those of a third party fiduciary, insurance contract or any other investment arrangements (for example, retirement investment plans, salary deferral investment plans, and variable annuity contracts). “Held Away Investments” may be modified by deletion or addition, from time to time, by written notice to WCM by the Client. In some cases, Held Away Investments may be traded or chosen by the Client upon advice of WCM and not traded or chosen for the Client directly by the Advisor.

Any advisory fees earned by WCM, defined in the Agreement, unless otherwise noted next to the description of the applicable type of Held Away Asset listed below, will include, following the execution of this Addendum, the most recent value(s) known to WCM of all Held Away Assets immediately prior to WCM’s next quarterly billing cycle, as such billing cycle is described in the Agreement, and where such valuations are believed to be in good faith by WCM to be materially accurate based on information provided periodically by the Client or a third party authorized by the Client to provide such valuation information to WCM. The Client agrees to periodically provide WCM updated valuation information on such Held Away Investments on a quarterly or more frequent basis if feasible, but no less frequently than annually. Additionally, the Client acknowledges that portfolio performance as reported by WCM may not be accurate because of incomplete valuations of the Held Away Assets.

Billing held away account fees to an existing tax deferred or tax-exempt account may be treated as a taxable distribution. To avoid tax liability including early withdrawal penalties, please provide the reference information of the taxable account to be billed. If a taxable account is not available for billing, you may provide credit card information on GDX360. We accept Visa, MasterCard, American Express and Discover.

	INVESTMENT DESCRIPTION	ADVISORY FEE	PAYMENT METHOD
1.			<input type="checkbox"/> Credit Card <input type="checkbox"/> Custody Acct #
2.			<input type="checkbox"/> Credit Card <input type="checkbox"/> Custody Acct #
3.			<input type="checkbox"/> Credit Card <input type="checkbox"/> Custody Acct #

Acknowledged:

BY CLIENT		BY CLIENT		BY ADVISOR	
Signature		Signature		Signature	
Name (Print)		Name (Print)		Name (Print)	
Date		Date		Date	

WEALTHCARE CAPITAL MANAGEMENT LLC

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