

RICH MICHAELS INVESTMENTS DISCRETIONARY ADVISORY AGREEMENT

This Discretionary Advisory Agreement (“Agreement”) is by and between Rich Michaels Investments (“Rich Michaels Investments” or “Adviser”), a registered investment adviser, and you (“Client”) and relates to all accounts managed on a discretionary basis for the Client (“Account”). This Agreement shall become effective on the day and year first written at the time of execution.

Terms and Conditions

This Agreement sets forth the terms and conditions of the investment management services, outlines the responsibilities of the parties and defines the relationship of Rich Michaels Investments and the Client.

- The Client hereby appoints the Adviser as an investment adviser to perform the services described, and the Adviser accepts such appointment. The Adviser shall be responsible for discretionary investment and reinvestment of those Client Assets (“Assets”), designated by the Client, to be subject to the Adviser’s management of the Client’s Account (“Account”).
- The Client hereby agrees to authorize the custodian to pay directly to Rich Michaels Investments, upon receipt of notice, the account’s investment advisory services fee.
- The Adviser is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same.

Services of Adviser

The Adviser will provide the following services to the Client:

- An initial interview is conducted with the Client (either in person, by telephone conference, and/or via a questionnaire) to determine the Client’s financial circumstances, goals, acceptable levels of risk and other relevant circumstances.
- Management of the Account(s) on the basis of the Client’s financial circumstances, investment objectives, and investment model selection.
- Monitor the Client’s circumstances through Account reviews. These reviews will be conducted in person, by telephone conference, and/or via a written inquiry/questionnaire.
- Be reasonably available to consult with the Client relative to the status of the Account.

The Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the Client’s Account.

Custodian

The Assets shall be held by an independent Custodian (“Custodian”), not the Adviser, the identity of which Custodian shall be communicated to the Client. The Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Account. The Custodian is authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions, in respect of the Assets, as the Adviser shall direct. The custodial fees charged to the Client are exclusive of, and in addition to, Advisory fees as defined in the Fee Section of this Agreement.

Client Rights and Obligations

Each Client retains sole ownership of the Account (i.e. the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Account.

Legal Capacity

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that the Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.

Investment Objectives and Restrictions

The Client agrees to provide information and/or documentation requested by the Adviser, as pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss investment objectives, needs and goals with the Adviser. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, the Client's attorney, accountant or other professionals in managing the Account. The Client agrees to give the Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the Account, and to notify the Adviser if the Client deems any investments recommended or made for the Account to be in violation of such investment objectives or restrictions. Unless the Client promptly notifies the Adviser in writing of specific investment restrictions on the Account, the investments recommended for or made on behalf of the Account shall be deemed to be in conformity with the Client's investment objectives. Although tax considerations are not generally a factor in managing accounts, it is the Client's responsibility to notify Adviser if such considerations are relevant to the Client's overall financial circumstances.

The Client acknowledges that the Adviser cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. The Adviser shall not be required to verify any information obtained from the Client, the Client's attorney, accountant or other professionals, and is expressly authorized to rely upon the information provided by these professionals.

The Client shall have the ability to impose reasonable restrictions on the management of the Account, including the ability to instruct the Adviser not to purchase certain mutual funds, stocks or other securities.

Representation

It is understood by the Client that the Adviser is a Michigan LLC and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

Non-Exclusive Management

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Account, so long as it is the Adviser'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. The Adviser, its officers, employees, and agents, may have

or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the Adviser does for the Client's Account.

Fees

Rich Michaels Investments does not impose a minimum account balance for the opening of an account with the Adviser. The fee charged is based upon the amount of money invested. Multiple accounts of immediately-related family members, at the same mailing address, may be considered one consolidated account for billing purposes. Assets under Management (AUM) fees are charged monthly, in arrears. Payments are due and will be assessed on the last day of each month, based on the ending balance of the account(s) under management. The Adviser will not pro rate for deposits and withdrawals in the account during the billing period. Fees will be calculated as follows:

Portfolio Value

	From	To	Annual Advisor Fee
First	\$0	- \$250,000	1.25%
Next	\$250,001	- \$500,000	1.25%
Next	\$500,001	- \$1,000,000	1.25%
Next	\$1,000,001	- \$2,000,000	1.00%
Next	\$2,000,001	- \$5,000,000	0.85%
Next	\$5,000,001	- \$10,000,000	0.75%
Next	\$10,000,001	and over	0.65%

The fees shown above are annual fees and may be negotiable based upon certain circumstances. No increase in the annual fee shall be effective without prior written notification. Rich Michaels Investments believes the advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

You may also pay additional advisory fees to a third-party money manager depending upon which manager you select. Our fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of your funds.

In addition to the Adviser's annual investment management fee, the Client shall also incur, relative to all mutual fund purchases which includes charges imposed at the mutual fund level (i.e. advisory fees and other fund expenses, if applicable), transaction and administrative fees. The Client acknowledges that trading costs will be assessed to the Client according to the agreements made with the Custodian(s) and other third parties as applicable.

The Client acknowledges and agrees that the Adviser may charge for certain additional Assets managed for the Client by the Adviser, but not held by the Custodian (i.e. variable annuities, mutual funds, 401(k), and variable

life). See **Appendix B** below for a list of all accounts held outside of the Adviser's custodian for which advisory fees will be charged.

No portion of the Adviser compensation shall be based on capital gains or capital appreciation of the Assets. Rich Michaels Investments does not charge performance-based fees.

The Client can terminate the relationship without penalty within the first five (5) days after the signing of this Agreement. After the initial five (5) days, this Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record.

Automatic Payment of Fee

The Client agrees to authorize the Custodian to pay directly to Rich Michaels Investments, monthly, the Account's investment advisory services fee. Fee withdrawals will occur no more frequently than monthly from the Client's Account, unless specifically instructed otherwise by the Client.

The Custodian will post an invoice statement in the Client investment portal, at least monthly, indicating all amounts disbursed from the Account, including the fee paid directly to Rich Michaels Investments. Said electronic invoice will detail how the fee was based, and the specific manner in which the fee was calculated. Rich Michaels Investments' access to the Assets of the Account will be limited to trading and the withdrawals authorized above.

Valuation

The Custodian will value the securities in the Client Account that are listed on a national securities exchange or on NASDAQ at the closing price, on the valuation date, or on the principal market where the securities are traded. The Custodian will value other securities or investments in the Client Account in a manner that the Custodian believes in good faith reflect their fair market value.

Confidential Relationship

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

Notices and Communication

Communications will be sent to the Client at the address provided by the Client at the time the Client opens the Account, or to another address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, facsimile, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them. Reports of order executions will be conclusive if not objected to by the Client within three (3) days after being forwarded to the Client, and statements of Account will be conclusive if not objected to by the Client within ten (10) days after being forwarded to the Client.

Termination

This Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. In the event the Agreement is terminated, and the Client has advanced any fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client. Any fees that are due, but have not been paid, will be billed to the Client and are due immediately.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the date of termination).

Upon the termination of this Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. The Adviser will provide the Client with a pro-rata refund of the Client's prepaid advisory fees to the extent that one is due.

Upon the death or incapacity of the Client Rich Michaels Investments shall contact the Trusted Contact Person listed in Appendix B below. In the event that no trusted contact person is named, the Client's death or incapacity will not terminate the authority of the Adviser granted herein until the Adviser receives written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative.

Insurance Agents

The Client acknowledges that the investment adviser representatives of Rich Michaels Investments may also be licensed insurance agents. Through the distribution of fixed life insurance, normal and customary sales commissions and other income may be paid directly to the producer. These fees remain separate from and unrelated to Rich Michaels Investments, LLC management fees the Client may have paid to us.

Proxies and Class Action Lawsuits

The Adviser will not vote proxies on behalf of the Client's Account. Additionally, the Adviser will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which Assets be invested from time to time. Further, the Adviser will not take any action or render any advice with respect to any securities held in the Account, which are named in or subject to class action lawsuits. The Adviser will, however, forward to the Client any information received by the Adviser regarding class action legal matters involving any security held in the Account.

Risk Acknowledgement

The Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Adviser may use, or the success of Adviser's overall management of the Account. The Client understands that investment decisions made for the Client's Account by the Adviser are subject to various forces beyond the reasonable control of the Adviser. The Adviser shall not be held liable for any decrease in value of the Client's investments stemming from forces beyond the reasonable control of the Adviser or for events which are not reasonably foreseeable to the Adviser which include, but are not limited to, market conditions, currency risks, economic risks, political risks, geopolitical actions, acts of God, acts of terrorism, and business risks. The Client acknowledges that Investment decisions made by the Adviser will not always be profitable. THE CLIENT ACKNOWLEDGES THAT THEIR INVESTMENTS WILL INCREASE OR DECREASE IN VALUE, DEPENDING ON THE MARKET AND/OR OTHER CONDITIONS BEYOND THE REASONABLE CONTROL OF THE ADVISER. All recommendations will be based on information from sources believed to be reliable but are not guaranteed by Rich Michaels Investments as to their accuracy or completeness.

Entire Agreement and Amendments

All agreements, covenants, representations and warranties express and implied, oral and written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. Rich Michaels Investments has the right to amend this Agreement upon thirty (30) day written notice to the Client. Any such amendment will be effective as of the date specified by Rich Michaels Investments. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by Rich Michaels Investments of any of the services or in connection with the Account and any material modification of any such services will be the subject of a minimum of thirty (30) days prior written notice to the Client.

Governing Law

Except to the extent that it is preempted by federal law, the law of the State of Michigan will govern the construction, validity, and administration of this Agreement. However, nothing in this Agreement will be construed contrary to the Advisers Act.

Standard of Care

In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither the Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing the Client's Account under this Agreement. However, the state securities laws and federal securities laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a Client's rights which he/she may have under applicable state securities laws and/or federal securities laws.

Assignment of Agreement

No assignment, as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

Waiver

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

Arbitration Agreement

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this Agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration proceedings will be at a location or venue mutually agreed to by the client and Rich Michaels Investments. The parties acknowledge, understand and agree that:

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

In no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means.

Acknowledgement of Disclosure Statement

_____ The Client acknowledges receipt of Part 2 of Form ADV at least forty-eight (48) hours prior to entering into this Agreement with Rich Michaels Investments. If Rich Michaels Investments' Part 2 of Form ADV was not provided forty-eight (48) hours prior to entering into this Agreement, then

the Client has the right to terminate the contract without penalty within five (5) business days after entering into the contract.

_____ The Client acknowledges receipt of Rich Michaels Investments' Privacy Policy at Account opening and will receive one annually hereafter or at any time upon request.

_____ The Client acknowledges that Rich Michaels Investments has their express permission for delivery of all documents relating to their Account electronically. This includes Rich Michaels Investments' Privacy Policy and ADV Part 2A Brochure and Part 2B Brochure Supplement.

This Agreement shall be binding once all parties involved have electronically accepted this agreement. *If you have received and agreed electronically, via email through Altruist, there is no need to provide the following information again.

By:

Client Signature

Client Signature

Client Name

Client Name

Email Address

Email Address

Date

Date



By:

Rich Michaels Minaya

Advisor Signature

Date

College 529 plans, SIMPLE IRAs, or other specific types of accounts fall under the following account when billing under custody of Capital Group (American Funds/AFS)

**FEE DEBITING TIERED RATE SCHEDULE
For Class F-2 and Class 529-F-2 Shares**

1. (a) AFS agrees to debit Client accounts at the annual tiered rate offered by the Firm as follows:

<u>Quarter-End Client Cumulative Plan Asset Value</u>	<u>Advisory Fee</u>
<u>\$0 - \$999,999.99</u>	<u>125 basis points</u>
<u>\$1,000,000.00 and Above</u>	<u>100 basis points</u>

- (b) Fees shall be calculated by AFS for each quarterly period ending the last business day of February, May, August and November and shall be the product of (i) the tiered rate selected by the Firm and calculated based on the Client's cumulative asset value (includes all account types and Fund share classes) held on the last day of the quarter; (ii) the average daily net asset value of the Client's assets invested in the Funds through the Program during the quarter; divided by (iii) the number of days in the year multiplied by the number of days in the quarter. The fees shall be paid within thirty (30) days following the end of the quarter for which such fees are payable.
- (c) If the Client's assets are fully redeemed prior to the quarter end, then the Client's cumulative asset value will be equal to the Client's cumulative asset value on the day prior to the total redemption of all Client's assets.