



INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (hereinafter, “**Agreement**”) is made between WT WEALTH MANAGEMENT, LLC, an investment advisor (hereinafter, “**Advisor**”) and _____ (hereinafter, “**Client**”) sets forth the terms of Client’s engagement of Advisor to manage the Account (as hereinafter defined) of Client.

WHEREAS, Client desires to appoint Advisor as its investment manager with authority and responsibility to invest and reinvest those assets of the Client designated by the Client to be subject to Advisor’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “**Account**”);

WHEREAS, Advisor desires to act in such capacity as investment manager, all on the terms and conditions hereinafter set forth;

NOW, therefore, the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following provisions:

1) SCOPE OF ENGAGEMENT

- a. Client hereby engages Advisor to direct, manage, and reinvest those assets of the Client designated by the Client to be subject to Advisor’s management, which will be held in the Account.
- b. Unless otherwise directed in writing, Advisor will implement investment strategies consistent with Client’s financial circumstances, investment objectives and other information derived from analysis of Client’s profile, as set forth in the Client Profile & Investment Goals (as hereinafter defined). Advisor will abide by any limitations, special instructions, or requests of Client as duly noted in Client’s Client Profile & Investment Goals. Client is responsible for informing Advisor of updates or changes to financial circumstances.
- c. Advisor shall have full discretionary authority to buy, sell, and trade in stocks, bonds, mutual funds, exchange traded funds (ETFs), Exchange Traded Notes (ETNs), contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the Custodian of the Assets, all without prior consultation with Client, but in accordance with the Client Profile & Investment Goals;
- d. Advisor shall have no authority under this Agreement to take or have possession of any assets in Account or to direct delivery of any securities or payment of funds to itself or to direct disposition of such securities or funds to any person other than Client, except as provided in Section 8 herein. Client may revoke authorization for discretionary authority at any time by submitting a written notice to Advisor.

2) MANAGEMENT OF CLIENT’S ACCOUNT

- a. Initial Interview - Prior to managing the Account, Client and Advisor have reviewed Client’s financial position, investment goals and objectives, investment limitations and restrictions, and risk tolerance, and developed a “Client Profile & Investment Goals” for Client, which has been approved by the Client.
- b. Selection of Strategy - Advisor shall select the strategy most appropriate for the Client in accordance with Client’s Client Profile & Investment Goals.
- c. Individual Treatment - The Account is managed on the basis of the Client’s financial situation and investment objectives;
- d. Quarterly Notice - At least quarterly, Advisor shall notify the Client to advise it whether Client’s financial situation or investment objectives has changed, or if the Client wants to impose and/or modify any reasonable restrictions on the management of the Account;
- e. Annual Contact - At least annually, the Advisor shall contact the Client to determine whether the Client’s financial situation or investment objectives have changed, or if the Client wants to impose and/or modify any reasonable restrictions on the management of the Account;
- f. Consultation Available - Advisor shall be reasonably available to consult with the Client relative to the status of the Account either at Advisor’s office or by telephone.



2) MANAGEMENT OF CLIENT'S ACCOUNT (CONT.)

- g. Quarterly Statement - The Client shall be provided with an Account statement atleast quarterly containing a description of all activity in the Account for the preceding period;
- h. Ability to Impose Restrictions - Client shall have the ability to impose reasonable restrictions on the management of the Account, including the ability to instruct Advisor not to purchase certain securities;
- i. Ownership - Each Client retains indicia of ownership of the Account (e.g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations);
- j. Tax Efficiency - Client acknowledges and understands that Advisor's portfolio strategies may involve above-average portfolio turnover which could negatively impact upon the net after-tax gain experienced by the Client in non-qualified accounts.

3) BROKERAGE AND CUSTODY

The client shall open one or more accounts at WT Wealth Managements recommended Custodian, which will hold the assets in the Account as custodian. Advisor will not maintain physical custody of Client's funds and securities. All checks for investment purposes shall be made payable to the Custodian. Advisor shall not act as custodian for the assets in the Account and shall not be liable to Client for any act, conduct, or omission by Custodian.

4) EXPENSES

All brokerage commissions, custodial fees and service charges, stock transfer fees, and other similar charges incurred in connection with transactions for the Account will be paid out of the assets in the Account or billed separately to the Client and are in addition to the Advisory Fees payable to the Advisor as set forth in Exhibit A attached hereto

5) AGGREGATION

The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained.

6) CONFIRMATION OF TRADES

Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the Client a confirmation slip with respect to its participation in the aggregated transaction. Except to the extent the Client directs otherwise, through custodial agreements or as required by law, Advisor will not be responsible for forwarding confirmations of any transactions effected for the Client.

7) FEES

For Advisor's services, Client will pay the Advisor the fees (the "Advisory Fees") set forth on Exhibit A attached hereto. Advisory Fees may include (a) a first year management fee, (b) monthly or quarterly investment management fees thereafter, and (c) hourly or fixed fees for financial planning.



8) METHOD OF PAYMENT

Client hereby consents and agrees to pay Advisory Fees due hereunder by direct debit from the Account. The Advisory Fees will be deducted directly from Client's Account by Custodian and automatically remitted to Advisor. Custodian will send Client a quarterly statement, showing total deductions from Account, including Advisory Fees paid to Advisor. Client is responsible for verifying fees.

9) REPORTS OF ACCOUNT

Advisor issues separate reports to clients regarding Account performance. These written updates may include a performance report, statement of gains and losses, or a financial markets summary. Client will also receive statements from Custodian as soon as reasonably possible after the end of each quarter. The statements will provide a listing of current holdings, as well as value and performance of assets.

10) ERISA REPRESENTATIONS

This Section applies if any assets of the Client include a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "**Code**"), and not covered by ERISA; or (iii) an individual retirement account ("**IRA**") under Section 408 of the Code. If certain Client assets are for a plan subject to ERISA, the Client appoints the Advisor, and the Advisor accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and the Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e) (3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).

If requested by Advisor, the Client agrees to provide the Advisor with true and complete copies of all documents establishing and governing the plans and evidencing the Client's authority to retain the Advisor. If the Account contains assets that represent only a portion of the plan's assets, the Client understands that the Advisor will have no responsibility for the diversification of all the plan's assets, and that the Advisor will have no duty, responsibility or liability for plan assets that are not invested in the Account. The Client further represents that a fidelity bond meeting the requirements Section 412 of ERISA and the regulations issued thereunder is currently maintained and that Advisor will be added as a fiduciary covered by such fidelity bond. The Client agrees to provide satisfactory evidence of such coverage if requested by Advisor.

11) PROXIES, LEGAL PROCEEDINGS AND CLASS ACTION LAWSUITS

Client understands and agrees that Client retains the right to vote all proxies which are solicited for securities held in the Account. Advisor 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. In addition, Advisor will not take any action or render any advice with respect to any securities held in any Accounts that are named in or subject to class action lawsuits, bankruptcies or other legal proceedings. Advisor will, however, forward to Client any information received by Advisor regarding class action legal matters involving any security held in the Account.

12) COMMUNICATIONS

Client updates or changes to financial circumstances with respect to Account may be communicated to Advisor orally and, where deemed necessary, may be confirmed in writing as soon as practicable thereafter. Client authorizes Advisor to send and agrees to receive disclosure documents, policies updates, and notices through electronic mail transmissions (i.e., via email in Adobe PDF format) to properly designated email addresses, except in instances otherwise prohibited by law. Other notices required to be given under this Agreement shall be made in accordance with Section 25 of this Agreement. Advisor may rely on any notice from any person reasonably proven to be authorized.



13) CONFIDENTIALITY

Except as otherwise agreed to in writing or as required by law, Advisor will keep all information regarding Client's personal and financial affairs strictly confidential. Client authorizes and empowers Advisor to give a copy of Agreement to any Custodian or other party to transactions for Account(s) as evidence of the Advisor's authority to issue instructions, request information about the Account from Custodian and to act for Client.

14) NON-EXCLUSIVE CONTRACT

Client acknowledges that Advisor provides advisory services to more than one client, and 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 Client's Account(s), so long as it is Advisor's policy, to the extent practicable, to allocate investment opportunities to the Client's Account over a period of time and on an equitable basis relative to other clients. Transactions in a specific security may not be accomplished for all client accounts at the same time or the same price. Advisor has no obligation to disclose to Client the purchase or sale of any security which Advisor, its principals, affiliates, or employees may purchase or sell for its (their) own account or for the accounts of other clients.

15) TERM OF AGREEMENT

This Agreement will continue in effect until terminated by either party upon providing written notice to the other. Nonetheless, Client understands that Advisor will not provide services in the event uncollected accounts-receivable from Client exceeds thirty (30) days. Either party may terminate Agreement at any time, upon receipt of thirty (30) days prior written notice.

16) EFFECT OF TERMINATION

In the event of termination, Client will receive a prorated refund of any pre-paid investment management fees based upon the number of days remaining in the period after the termination date. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of Client. Termination of Agreement will not affect (a) the validity of any action previously taken by Advisor under Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of Agreement; or (c) Client's obligation to pay Advisory Fees (prorated through the date of termination). Upon termination of Agreement, Advisor will have no obligation to make recommendations or take any action with regard to the securities, cash, or other investments in Account, or refund any financial planning fees.

17) RISK ACKNOWLEDGEMENT

Advisor will use its best judgment and good faith efforts in rendering services to Client. Advisor's investment selections on behalf of Client shall not constitute legal or tax advice, analysis or opinion. Advisor does not guarantee future performance or any specific performance, success of any investment decision or strategy that Advisor may use, or success of Advisor's overall management of the Account. Client understands that investment decisions by Advisor are subject to various market, currency, economic, political, and business risks, and will not always be profitable. Advisor will provide advice only with respect to the securities, cash, and other investments held in Account and, in making recommendations for Account, Advisor will not consider any other securities, cash or other investments owned by Client. Except as otherwise provided by law, Advisor will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decisions made or other action taken or omitted in good faith by Advisor with a degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Advisor's adherence to Client's written or oral instructions or restrictions; or (c) any act or failure to act by Custodian to which Advisor directs transactions for Account, or by any other third party. Under certain circumstances, federal and state securities statutes impose liabilities on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those statutes.



18) MEDIATION/ARBITRATION

This Agreement contains a mandatory mediation and arbitration clause. Excepting matters for injunctive relief, it is agreed that all controversies or disputes which may arise between Client and Advisor (and/or its Custodian, sub-advisors, or representatives), concerning any transaction or order, the construction, performance, or breach of Agreement or any other Agreement between Client and Advisor, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is an arbitration claim, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration, unless unenforceable under applicable state or federal law. Any mediation or arbitration will be in the metropolitan area where the Client is a resident, unless otherwise agreed to by both parties. Any arbitration shall be conducted in accordance with the applicable rules of Complex Commercial Disputes of the American Arbitration Association (“AAA”). Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects the client’s rights under the Investment Advisor’s Act or related state securities laws. With respect to controversies or disputes which may arise between Client and Advisor concerning matters involving alleged violations of applicable federal and state securities laws, breach of common law or statutory duty, this mediation and arbitration process does not constitute a waiver of any legal rights provided under the aforementioned laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

19) ATTORNEY FEES

In the event any action, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal, is filed to enforce or interpret the terms and obligations of this Agreement or any issues related to the United States Bankruptcy Code (whether or not the issues relate to the terms of this Agreement), the prevailing party shall be entitled to its reasonable attorney fees, paralegal fees, disbursements and costs, including reasonable post-judgment attorney fees incurred in collection efforts.

20) CLIENT AUTHORITY

If Client is a not a natural person (i.e., a corporation, partnership or limited liability company or trust), the person signing this Agreement represents and warrants that he or she is authorized to do so by the governing documents of the Client, and that the terms of this Agreement do not violate any of the governing documents of the Client or any other agreement to which the Client is bound. Client will inform Advisor of any event that might affect the authority or propriety of Agreement.

21) DEATH OR DISABILITY

If Client is a natural person, the death, disability, or incompetence of Client will not terminate or change the terms of Agreement. However, Client’s executor, guardian, attorney-in-fact, or other authorized representative may terminate Agreement by giving written notice to Advisor.

22) ASSIGNMENT

Agreement is binding and for the benefit of the parties to Agreement, their successors, and permitted assigns, except that Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 or applicable state securities statutes) by either party without consent of the other party. Notwithstanding the foregoing, Client agrees that the Advisor may assign this Agreement to a party acquiring the Advisor or substantially all of the Advisor’s assets in the event Client fails to object to the proposed assignment after at least twenty (20) days written notice of the proposed assignment, and the Advisor follows such other procedures for the assignment of investment advisory contracts as are set forth in the rules and regulations of the Securities and Exchange Commission or have been approved by the Securities and Exchange Commission in no action letters or other guidance.

23) CAPTIONS

The captions in Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.



24) GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the state where the office of Advisor is located which has primary responsibility for management of the Account, without giving effect to any conflict or choice of law provisions of the State, provided that nothing in Agreement will be construed in any manner inconsistent with the governing law, the Investment Advisers Act of 1940, or rules and regulations promulgated pursuant to the foregoing.

25) NOTICES

Any notices and other communications required or permitted hereunder shall be in writing and shall be effective upon delivery by hand or upon receipt if sent by certified or registered mail (postage prepaid and return receipt requested) or by a nationally recognized overnight courier service (appropriately marked for overnight delivery) or upon transmission if sent by telex, facsimile or email (with request for immediate confirmation of receipt in a manner customary for communications of such respective type with physical delivery of the communication made by one or the other means specified in this section as promptly as practicable thereafter). Notice shall be addressed to the respective address appearing on the signature page hereto, or to such other respective address as any party shall designate to the other party hereto by like notice.

26) MISCELLANEOUS

If any provisions of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other aspects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Advisor's failure to insist at any time on strict compliance with this Agreement or with any of the terms of Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Advisor or any of its rights or privileges. This Agreement contains the entire understanding between Client and Advisor concerning the subject matter of this Agreement.

27) AMENDMENTS TO AGREEMENT

(Client must initial below)

Initials

Client agrees that Advisor may amend this Agreement from time to time, which shall be effective thirty (30) days after written notice of the change to Client, and that Client's sole recourse in the event they object to the amendment shall be to exercise their right to terminate this Agreement. Advisor may amend this Agreement by using the foregoing notice provision to increase the fees it charges for financial planning and investment management services, but may not amend this Agreement to add fees that are not currently being charged.

28) RECEIPT OF DISCLOSURE DOCUMENT

(Client must initial below and select one of the following options)

Initials

Client hereby acknowledges receipt of a copy of Part 2A and 2B of Advisor's Form ADV and a Privacy Statement.

Client hereby acknowledges receipt of a copy of Part 2A and 2B of Advisor's Form ADV and a Privacy Statement together with this agreement and understands that he/she has the right to terminate this Agreement for advisory services without penalty, within five business days after execution of this Agreement, or

Client hereby acknowledges having received a copy of Part 2A and 2B of Advisor's Form ADV and a Privacy Statement at least forty-eight hours prior to execution of this Agreement.



29) AUTHORIZATION TO DEBIT FEES

Client may pay invoices of Advisor by authorizing Advisor to debit the amount due directly from Client's account or may pay separately. (Client must initial below).

Initials Client hereby authorizes Advisor to debit Advisory Fees directly from Client's Account (pursuant to Schedule A), and to liquidate assets therein as may be required to pay the Advisory Fees. Client and Advisor agree that assets will be liquidated as follows: free cash balances, money market investments, and then as reasonably determined by Advisor.

30) ACKNOWLEDGMENT OF INTRODUCING ADVISOR DISCLOSURE

(Client must initial below)

Initials Client acknowledges that Client was referred to the Advisor by an unaffiliated party, who will receive a portion of the Advisory Fees payable to the Advisor hereunder, and that Client has received the Solicitor Disclosure Statement to Client attached hereto as Exhibit B.

IN WITNESS WHEREOF, the Parties indicate agreement and acceptance of all terms and provisions herein by execution of this Agreement as of the dates indicated below.

Client Signature

Date

Client Signature

Date

Client Name (Please Print)

Client Name (Please Print)

Address: _____

City, State, Zip Code: _____

Home Phone: _____

Cell Phone: _____

Email: _____

WT Wealth Management, LLC,
a Wyoming limited liability company

By: _____
John K. Heilner

Date

160 West Gill Avenue
Jackson, WY 83001
Phone: (480) 589-7522
Email: jheilner@wtwealthmanagement.com

EXHIBIT A)

ADVISORY FEES

YEAR ONE:

Client will pay the Advisor an annual first year management fee of ____%. The first year investment management fee shall be paid on a quarterly basis in advance in an amount equal to one-quarter (25%) of the annual investment management fee. The initial quarterly payment will be due at the time assets are allocated to the Account and will be based on the amount of such assets. Subsequent quarterly payments will be based upon the fair market value of the assets in the Account at close of business on the last day of the previous quarter. In the event Client allocates assets to its account during the first year on a day other than the first day of the relationship, Client will pay the Advisor a first year management fee on such assets as well. The percentage fee paid to Advisor will be prorated for any period of less than one calendar quarter, but a fee shall be due for each such quarter during any part of which Advisor is managing the Account. The first year management fee is exclusive of brokerage and transaction costs, account maintenance fees, clearing costs and other legal or transfer fees assessed by Custodian.

LATER YEARS:

After the first year, Client will pay the Advisor an annual investment management fee of ____%. The investment management fee shall be paid on a quarterly basis in an amount equal to one-quarter (25%) of the annual investment management fee, which will be payable in advance on the first date of each calendar quarter based upon the fair market value of the assets in the Account at close of business on the last day of the previous quarter. The percentage fee paid to Advisor will be prorated for any period of less than one calendar quarter, but a fee shall be due for each such quarter during any part of which Advisor is managing the Account. The quarterly investment management fee is exclusive of brokerage and transaction costs, account maintenance fees, clearing costs and other legal or transfer fees assessed by Custodian.

FINANCIAL PLANNING SERVICES:

Client will pay Advisor \$_____ per hour for development of initial financial plan, and \$_____ per hour to update an existing financial plan.

ACCOUNTS ENCOMPASSED BY THIS AGREEMENT

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____

EXHIBIT B)

INTRODUCING ADVISOR DISCLOSURE STATEMENT TO CLIENT

(Pursuant to SEC Rule 206(4)-3)

_____ (“**Introducing Advisor**”), a registered investment advisor, refers clients to WT Wealth Management, LLC (“**Advisor**”), an SEC registered investment advisor, whose principal office is located at 160 West Gill Avenue, Jackson, WY 83001.

1. Introducing Advisor introduces clients to Advisor’s investment management services (the “**Program**”), for which Advisor is the investment advisor. Introducing Advisor is not an employee or investment advisor representative of Advisor.
2. Introducing Advisor is compensated to introduce clients to the Program in accordance with Advisor’s approved sales practices, distribute to clients all required disclosures, review and complete all necessary forms and applications with clients, obtain all appropriate client signatures, and develop the initial Client Profile and Investment Goals with the Client and Advisor. Once a client agreement is accepted, Advisor typically makes investment recommendations to the client as described in the Client Profile and Investment Goals developed by Introducing Advisor with the client.
3. The Introducing Advisor is also compensated to participate in providing continuing contact and service to the client concerning the Program, including participation in meetings and phone consultations between Advisor and client regarding changes to the Client Profile and Investment Goals and the Program. To assist the Introducing Advisor in continuing to perform the services described herein, Client understands and acknowledges that the Advisor shall be entitled to share any personal, financial or confidential information of client with the Introducing Advisor, unless the client requests otherwise in writing to the Advisor.
4. Introducing Advisor does not have authority to accept investment management agreements on behalf of Advisor or to collect or receive payment in its own name for any investment management agreement. All investment management agreements with Advisor are subject to acceptance by Advisor.
5. Pursuant to a separate agreement between Advisor and Introducing Advisor, Advisor will pay Introducing Advisor a percentage of the Advisory Fees payable to Advisor under the investment management agreement between client and Advisor: _____% of first year management fee; _____% of investment management fee in later years.
6. Certain clients that engage Advisor’s services as a result of referrals from Introducing Advisor may pay more or less to obtain Advisor’s investment management services than do other clients. In such situations, where the client pays more, the engagement shall result in an additional charge to the client in excess of what the client would have paid if the client were to engage the services of Advisor independent of the Introducing Advisor’s introduction. However, in no such event shall Advisor receive additional compensation. Any such additional compensation shall be retained by Introducing Advisor or an Introducing Advisor representative in its role as an unaffiliated investment advisor or investment advisor representative for the consulting and monitoring services the Introducing Advisor may provide to the client on an ongoing basis relative to the client’s engagement of Advisor. Such arrangements, and the terms and conditions thereof, are exclusively determined between the client and Introducing Advisor or the Introducing Advisor’s representative, to which Advisor will not be a party.