
INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (“IMA”) is made between WT WEALTH MANAGEMENT, LLC, an SEC Registered Investment Advisor (“Advisor”) and

(“Client”) and sets the terms of Client’s engagement of Advisor to manage their Account. Client wishes to engage Advisor to be their investment manager. Advisor will have the responsibility and power to manage the Account. The Advisor agrees to act as the investment manager for the Account, subject to the terms discussed in this agreement.

Client and Advisor agree to the following:

SCOPE OF ENGAGEMENT

Discretionary Services

- Client agrees to engage Advisor to manage 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 referred to as the “Account”).
- The Advisor has learned about Client’s financial circumstances, investment objectives and other information by analyzing documents provided by the Client. This information is set forth in the Client Profile & Investment Goals, as defined hereafter. Client may impose any limitations, provide special instructions or make requests to Advisor. These will be noted in Client’s Client Profile & Investment Goals. The Client is responsible for informing Advisor of any changes to their financial circumstances.
- Client grants Advisor full discretionary authority in the Account. This means Advisor will be able to buy and sell securities and to give instructions to the registered broker-dealer and the custodian of the Account. Discretionary power allows the Advisor to take these actions without prior approval from the Client.
- Discretionary authority does not give the Advisor the right to take ownership of Client assets or to direct payment to itself or others. Client may give the Advisor authority to pay itself or others. This is discussed further in the section entitled Method of Payment.

Financial Planning Services

- Client may engage Advisor to create a financial plan for Client. The financial plan may go over tax planning, risk management, retirement planning and other areas. Client is responsible for implementing the financial plan and should notify Advisor of any changes to their financial circumstances.

MANAGEMENT OF CLIENT’S ACCOUNT

Initial Interview – Before Advisor begins managing the Account, Client and Advisor will review Client’s financial position, investment goals and objectives, investment limitations and restrictions, and risk tolerance. This information will be used to develop a “Client Profile & Investment Goals” for Client.

Selection of Strategy – Advisor will pick a strategy that is line with the “Client Profile and Investment Goals”.

Individual Treatment - The Account is managed on the basis of the Client’s financial situation and investment objectives.

Annual Contact - At least annually, the Advisor will follow up with Client to verify Client’s financial condition.

Availability – Advisor will be available to Client in person or by telephone upon reasonable request.

Ability to Impose Restrictions - Client may impose reasonable restrictions on the management of the Account, including limiting the purchase or sale of certain securities. While Advisor will make every effort to comply with Client’s wishes, no guarantees can be made due to the nature of some types of securities. These risks are discussed in Advisor’s Brochure (i.e., the ADV).

Ownership – While Advisor manages Client’s Account, Client retains ownership of the Account.

MANAGEMENT OF CLIENT'S ACCOUNT *CONTINUED*

Tax Efficiency – Client should consult with their tax advisor as to the tax implications of the investment strategy.

Reports – Advisor may provide Client with reports regarding the performance of their Account. These reports may include a performance report, statement of gains and losses, or a financial markets summary. Client will also receive at least quarterly statements from their custodian (depending on activity in the Account and the custodian's policies). Client may also have online access to their Account through the custodian's website.

BROKERAGE AND CUSTODY

WT Wealth Management will recommend a custodian to Client. The custodian will hold the assets in Client's Account. Advisor cannot accept any checks. If Client wishes to add funds to their Account, they must write a check out to the custodian. The Advisor is not responsible for the independent actions of the custodian.

EXPENSES

All fees and charges associated with transactions made in Client's Account will either be paid out of Client's Account or billed separately. These fees and charges are separate from and are in addition to Advisor's fees. The Advisor's fees are set forth on the last page under Advisory Fees. Advisor's fees may include investment management fees and financial planning fees.

AGGREGATION

Client authorizes Advisor to combine the purchase or sale of their securities with the purchase or sale of the same securities of other clients. In these cases, all clients will take the average price of the transactions and their proportionate share of the aggregated transaction. In these cases, the broker-dealer or custodian may not be able to send Client a confirmation slip of the trade. Therefore, Advisor will not be responsible for forwarding confirmations of any transactions made for the Client.

METHOD OF PAYMENT

Discretionary Services: Client consents to custodian deducting Advisor's fees by direct debit from Client's Account and automatically paying Advisor. Advisor will provide fee calculations in an invoice to the custodian and Client. Account statements received from the custodian will show total deductions from Account, including the Advisory Fees paid to Advisor. Client is encouraged to review their statements for accuracy of fees.

Financial Planning Services: Financial Planning Service Fees will be invoiced upon completion of the service and delivery of the product. The invoice will outline a description of the work completed, number of hours charged, the hourly fee, total amount due and any products delivered to Client. Client is encouraged to review all Advisory Fees for accuracy of the calculation.

ERISA REPRESENTATIONS

If some of Client's 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 IRS Code (but only with respect to the provision of services described under Scope of Engagement of this IMA).

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 is only responsible for plan assets that are invested in Client's Account. The Client further represents that a fidelity bond meeting the requirements of Section 412 of ERISA 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.

PROXIES, LEGAL PROCEEDINGS AND CLASS ACTION LAWSUITS

Advisor will not provide any advice with respect to voting proxies or what to do in the event any security is the subject of any legal proceeding. Advisor will however, forward to the Client any information received by Advisor regarding legal matters involving any security held in the Client's Account.

COMMUNICATIONS

Client should update Advisor, either orally or in written communication, on changes to Client's financial circumstances. Client agrees to the electronic delivery (i.e., via email in Adobe PDF format or through the online client portal) of certain notices or documents Advisor is required to provide Client. Client may opt out of electronic communications, by providing written notice.

CONFIDENTIALITY

Advisor will keep all information regarding Client's personal and financial affairs strictly confidential. Client authorizes Advisor to share with third parties what limited information is required for the third party to service Client's Account.

TERM OF IMA

This IMA will continue in effect until either Client or Advisor provides thirty (30) days' written notice of their intent to terminate the contract. If Client fails to pay for services rendered, Advisor may immediately terminate this IMA after the amount due is delinquent for thirty (30) or more days.

EFFECT OF TERMINATION

In the event of termination, Client will receive a prorated refund of any pre-paid fees based upon the number of days remaining in the quarter. Advisor will send Client an invoice for all fees earned, but unpaid, for Financial Planning Services and deliver any products. In addition, Client will be responsible for all of their custodian's fees. Upon termination of IMA, Advisor's services cease and Advisor no longer has the responsibility to act as a fiduciary.

RISK ACKNOWLEDGEMENT

Client acknowledges that they have reviewed the risks outlined in Advisor's Brochure, understand the risks associated with investing in securities, and accept such risks. Advisor will not be liable to Client for any loss Client suffers because of (a) any decisions made in good faith by Advisor and which otherwise are suitable for Client and made in Client's best interests; (b) Advisor's adherence to Client's instructions or restrictions; or (c) any **independent** act or failure of Client's custodian or by any other third party. Nothing in this IMA will waive or limit any rights that Client may have under the law.

ARBITRATION/MEDIATION

This IMA contains a mandatory arbitration clause. Any disputes between Client and Advisor will be settled in arbitration. Any arbitration will be held where Client resides, 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.

This binding arbitration clause in no way limits, affects or constitutes a waiver of Client's rights under any law. This clause may not be enforceable in all jurisdiction. Parties may agree to mediation, which is voluntary and must be agreed upon post-dispute.

ATTORNEY FEES

The prevailing party in any dispute will be entitled to its reasonable attorney fees.

CLIENT AUTHORITY

The person signing this IMA represents and warrants that he or she is authorized to do so.

DEATH OR DISABILITY

The death, disability, or incompetence of Client will not terminate or change the terms of this IMA. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this IMA by giving written notice to Advisor.

ASSIGNMENT

This IMA may not be assigned without written mutual consent.


GOVERNING LAW

This IMA is governed by the laws of the state where the office of Advisor is located which has primary responsibility for management of the Account.

MISCELLANEOUS

If any provision of this IMA is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this IMA, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other aspects, this IMA will continue and remain in full force and effect.

AMENDMENTS TO IMA


 **Initials**

Client agrees that Advisor may amend this IMA 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 IMA. Advisor may amend this IMA by modifying the fees it charges for financial planning and investment management services, but may not amend this IMA to add fees that are not currently being charged.

RECEIPT OF DISCLOSURE DOCUMENT

 **Initials**

Client must initial here and select the appropriate option below

 **Choose one**


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

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 IMA and understands that he/she has the right to terminate this IMA for advisory services without penalty, within five business days after execution of this IMA.

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 instructions on the final page of this IMA, 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.

SIGNATURES




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

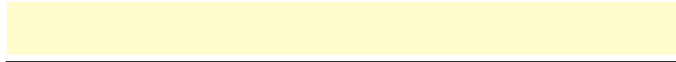
Client Signature **Date**



Client Name (Please Print)



  

Client Signature **Date**




Client Name (Please Print)



WT Wealth Management, LLC, a Wyoming limited liability company and SEC Registered Investment Advisor

By:  


Date



Advisor Name (Please Print)

By:  

Date



Advisor Name (Please Print)

7161 East Rancho Vista Drive, Suite 112
Scottsdale, AZ 85251

Phone: (800) 825-0616
Email: info@wtwealthmanagement.com

ADVISORY FEES

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 fair market value of the assets is calculated by the qualified custodian. 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, should it choose to engage Advisor for financial planning services, will pay Advisor \$ ____ per hour for development of any initial financial plan, and \$ ____ per hour to update an existing financial plan. Fees for financial planning services are charged after all services have been rendered and products delivered.

ACCOUNTS ENCOMPASSED BY THIS IMA:

All of Client's Accounts that are existing or that will be opened in the future will be governed by the terms of this IMA.

ACCOUNT NOTES:

