



INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (hereinafter, "IMA") is made between WT WEALTH MANAGEMENT, LLC, a Registered Investment Advisor (hereinafter, "Advisor") and

(hereinafter, "Client") and sets forth the terms of Client's engagement of Advisor to manage the Account (as hereinafter defined).

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. Discretionary Services

- 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.
- 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.
- Advisor shall have full discretionary authority in order to supervise and direct the investments of Client's Account and to buy, sell, and trade in equities, bonds, fixed income and debt securities, options, money market funds, open and closed ended mutual funds, exchange traded funds (ETFs), REITs, or other securities to help diversify the Client's Account, and to give instructions in furtherance of such authority to the registered broker-dealer and the Custodian of the Account, all without prior consultation with Client, but in accordance with the Client Profile & Investment Goals.
- Advisor shall have no authority under this IMA 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.

b. Financial Planning Services

- Client, upon request made to Advisor, may engage Advisor to determine and set Client's long-term financial goals beyond the scope of the Client Profile and Investment Goals through investments, tax planning, asset allocation, risk management, retirement planning and other areas. Advisor will help Client understand their overall financial circumstances and set their financial objectives.
- Client is responsible for implementing the investment strategies outlined by Advisor in Client's profile. Client is responsible for informing Advisor of updates or changes to financial circumstances.
- Advisor shall have no authority under this IMA to take or have possession of any assets in the Account or to direct delivery of any securities or payment of funds to itself or to direct disposition of such securities or funds.



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;
- e. Bi-annual Contact - At least bi-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. Availability - 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 at any time upon request.
- g. Monthly Statement - The Client shall be provided with an Account statement by Custodian at the end of each month, 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, and while Advisor will make every effort to comply with Client's wishes, Advisor cannot guarantee absolute adherence due to its use of index products, funds and ETFs that are controlled by third party managers;
- i. Ownership - Each Client retains 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 Management's recommended Custodian. The Custodian will hold the assets in the Client's Account. 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 **independent** act, conduct, or omission by Custodian.

4) EXPENSES

All brokerage commissions, custodial fees and service charges, stock transfer fees, account maintenance 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 any aggregated transaction. Except to the extent the Client directs otherwise, through custodial IMAs 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) quarterly investment management fees, and (b) hourly financial planning fees.

8) METHOD OF PAYMENT

- a. **Discretionary Services:** 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 at least a quarterly statement, showing total deductions from Account, including Advisory Fees paid to Advisor. Client is encouraged to review the investment advisory fee for the accuracy of the calculation.
- b. **For California Clients:** Advisor intends on complying with the safeguards listed in § 260.237 of California's Code of Regulations. Advisor will have custody of Client's funds and securities solely as a consequence of its authority to make withdrawals from client accounts to pay its Advisory Fees. The client provides a written authorization to Advisor to deduct Advisory Fees from their account held with a qualified custodian. Each time Advisory Fees are directly deducted from the Account, Advisor will concurrently send the qualified custodian and Client an invoice of the amount of the fee to be deducted from the Account, the formula used to calculate the fee, the value of the assets under management on which the fee is based and the time period covered by the fee.
- c. **For Washington Clients:** Pursuant to WAC 460-24A-106(1)(b)(ii), each time Advisory Fees are directly deducted from the Account, Advisor will concurrently send Client an invoice itemizing the fee. Additionally, pursuant to Securities Act Policy Statement - 21, Advisor will provide Client with written billing information which must contain the fee, the formula used to calculate the fee, and the time period covered by the fee. This written billing information must be delivered to the client each time the investment adviser charges Advisory Fees.
- d. **Financial Planning Services:** Client hereby consents and agrees to pay Advisory Fees due hereunder. Advisory Fees will be invoiced in arrears 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 Advisory Fees for the accuracy of the calculation.

9) REPORTS OF ACCOUNT

Advisor may issue 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 month. The statements will provide a listing of current holdings, as well as value and performance of assets. Client may also have online access to their Account through the Custodian's website.

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



10) ERISA REPRESENTATIONS (CONT.)

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 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 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 of 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 Advisor will vote all proxies which are solicited for securities held in their Account. Advisor will not be required to 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 Client’s 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 the Client’s Account that are named in or subject to class action lawsuits, bankruptcies or other legal proceedings. Advisor will however, forward to the Client any information received by Advisor regarding class action legal matters involving any security held in the Client’s 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 delivery (i.e., via email in Adobe PDF format) to properly designated email addresses, except in instances otherwise prohibited by law. Client may opt out of receiving electronic delivery of correspondence from Advisor, by providing written notice. Other notices required to be given under this IMA shall be made in accordance with Section 25 of this IMA. 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 IMA 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.

As an investment adviser registered under the Securities Act of Arizona, the Corporate Securities Law of 1968, the Martin Act of New York, the Securities Act of Washington and other applicable state securities laws, Advisor has a fiduciary duty to act in the best interest of Client.



15) TERM OF IMA

This IMA will continue in effect until terminated by either party upon providing written notice to the other. Either party may terminate this IMA at any time, effective that date that is thirty (30) days after delivery of written notice (the "Effective Date"). Nonetheless, Client understands that Advisor will not provide services in the event uncollected accounts-receivable from Client exceeds thirty (30) days.

16) EFFECT OF TERMINATION

In the event of termination, Client will receive a prorated refund of any pre-paid investment management fees for Discretionary Services based upon the number of days remaining in the period after the termination Effective Date. Advisor will send Client an invoice for all fees earned, but unpaid, for Financial Planning Services and deliver any products, whether complete or in progress, to Client. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of Client. Termination of IMA will not affect (a) the validity of any action previously taken by Advisor under IMA; (b) liabilities or obligations of the parties from transactions initiated before termination of IMA; or (c) Client's obligation to pay Advisory Fees. Upon termination of IMA, 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 **independent** 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 IMA will waive or limit any rights that Client may have under those statutes.

18) ARBITRATION/MEDIATION

This IMA contains a mandatory 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 IMA or any other IMA between Client and Advisor, whether entered into prior to, on, or subsequent to the date of this IMA, including any controversy concerning whether an issue is an arbitration claim, shall be settled by arbitration, unless unenforceable under applicable state or federal law. Any arbitration will be held in a metropolitan area of the state in which 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 ("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 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. This clause may not be enforceable in all jurisdiction.

Parties may agree to mediation, which is voluntary and must be agreed upon post-dispute.



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 IMA or any issues related to the United States Bankruptcy Code (whether or not the issues relate to the terms of this IMA), 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 IMA 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 IMA do not violate any of the governing documents of the Client or any other IMA to which the Client is bound. Client will inform Advisor of any event that might affect the authority or propriety of this IMA.

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 IMA. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate IMA by giving written notice to Advisor.

22) ASSIGNMENT

This IMA is binding and for the benefit of the parties to IMA, their successors, and permitted assigns, except that this IMA may not be assigned (within the meaning of the Investment Advisers Act of 1940 or applicable state securities statutes) by either party without prior written consent of the other party.

23) CAPTIONS

The captions in this IMA 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 IMA 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 this IMA 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. This IMA conforms with the laws of the States of Arizona, California, Nevada, New York and Washington.

For Washington Clients: This IMA shall not waive or limit compliance with, or require indemnification for any violations of, any provision of the Securities Act of Washington, Chapter 21.20 RCW.

25) NOTICES

Any notices and other communications required or permitted hereunder shall be delivered electronically, unless Client provides written notice that they opt out of electronic delivery, in which case all such notices and other communication will be delivered 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). 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 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. No term or provision of this IMA 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 IMA or with any of the terms of IMA 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 IMA contains the entire understanding between Client and Advisor concerning the subject matter of this IMA.

27) AMENDMENTS TO IMA

(Client must initial below)

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 using the foregoing notice provision to modify 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.

28) 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.



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
[Yellow box with arrow pointing to it]

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.

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.

[Yellow box] [Yellow box]
Client Signature Date

[Yellow box]
Client Name (Please Print)

Address: [Yellow box]
[Yellow box]
City, State, Zip Code: [Yellow box]
Home Phone: [Yellow box] [Yellow arrow]
Cell Phone: [Yellow box] [Yellow arrow]
Email: [Yellow box] [Yellow arrow]

WT Wealth Management, LLC,
a Wyoming limited liability company
a Registered Investment Advisor in Arizona, California, Nevada, New York and Washington

By: [Yellow box] [Yellow box]
John Heilner Date
Chief Investment Officer

7161 East Rancho Vista Drive, Suite 112
Scottsdale, AZ 85251
Phone: (800) 825-0616
Email: jheilner@wtwealthmanagement.com

INVESTMENT MANAGEMENT AGREEMENT



WEALTHMANAGEMENT

EXHIBIT A)

ADVISORY FEES

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*

* In addition to the accounts listed above, all accounts opened in the future will also be governed by the terms of this IMA.