



SOLICITATION AGREEMENT

This SOLICITATION AGREEMENT is made and entered into this ____ day of _____, 20__ between WT Wealth Management, LLC, a registered investment advisor (the "**Advisor**"), and _____ (the "**Solicitor**"). Advisor is an investment advisor presently registered with the Securities and Exchange Commission.

1. Referral Services.

Advisor engages Solicitor to market its advisory services and to solicit and refer prospective clients ("**Referred Clients**") to Advisor for whom Advisor's investment advisory services would be suitable, upon the terms and conditions of this Agreement.

- (a) Solicitor will not market or offer Advisor's services in any jurisdiction unless and until notified that Advisor and Solicitor are each legally authorized to do so under applicable federal and state securities laws.
- (b) If Solicitor is a corporate entity, then Advisor authorizes Solicitor to perform its services under this Agreement through its agents. All covenants applicable to Solicitor shall also apply to its agents. Solicitor shall be responsible for its agent's performance and conduct under this Agreement.
- (c) Solicitor is not authorized to provide investment advice on behalf of Advisor to Referred Clients or any other client of Advisor (collectively, "Clients"). Solicitor may provide investment or financial planning advice to the extent that it is properly registered or licensed to do so, or is exempt from such requirements, under applicable federal and state securities laws.
- (d) Solicitor shall inform each Referred Client that Solicitor is an independent contractor engaged to perform the services described in this Agreement. Solicitor shall not hold itself out to the public as an employee, officer, director, partner, or joint venturer of Advisor.
- (e) Solicitor has no authority to bind Advisor in any way and will make only such representations to Referred Clients or other persons relating to Advisor or its advisory services which are:
 - (i) expressly authorized by this Agreement;
 - (ii) contained in Part 2 of Advisor's Form ADV ("Advisor's Disclosure Brochure");
 - (iii) contained in the Advisor's client services agreement; and/or (iv) contained in advertising and sales literature provided by Advisor for Solicitor's use, as each may be amended from time to time.
- (f) Solicitor acknowledges that Advisor has no obligation to accept any Referred Client as a Client and may terminate its relationship with any Referred Client at any time, with or without cause, without any obligation of Advisor to Solicitor. Similarly, any Referred Client is free to terminate its relationship with Advisor at any time, with or without cause, without any obligation of Advisor to Solicitor.

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2. **Referral Fees.**

While this Agreement remains in effect:

- (a) Solicitor shall receive from Advisor compensation in the form of referral fees ("Referral Fees") in the amount set forth on Exhibit A attached hereto for the duration of the Advisor's relationship with the Referred Client, except as provided in Section 2(b) below.
- (b) Notwithstanding anything to the contrary above, Referral Fees shall be payable to Solicitor for each Referred Client only to the extent that the Solicitor is lawfully able to receive such Referral Fees. Advisor shall have no further obligation under this Agreement if, at any time, Solicitor is no longer lawfully able to receive Referral Fees, or Advisor terminates this Agreement for cause as a result of a breach by Solicitor of any covenant, representation, or warranty under this Agreement, even if Advisor continues to provide investment management services to Client after such termination.
- (c) Solicitor acknowledges that Advisor may assess and collect certain fees from Referred Clients in advance. In the event that Advisor is subsequently required to make adjustments in its previously billed fees or refund a portion of previously billed fees, then Solicitor agrees that proportionate adjustments shall be made in the related Referral Fees with respect to that Referred Client. Such adjustments to the Referral Fees may be netted with other Referral Fees subsequently payable to Solicitor or, upon Advisor's request, shall be promptly repaid by Solicitor.
- (d) It is understood and agreed that Solicitor is retained only for the purposes and to the extent set forth in this Agreement, that the relationship of the Solicitor to Advisor during the term of this Agreement shall be that of an independent contractor. Solicitor shall be responsible for payment of all taxes however designated (including sales, use, excise, federal, FICA, Medicare, income, state and privilege taxes), levied or based upon the fees paid to Solicitor under this Agreement. All Referral Fees paid to the Advisor hereunder shall be reported to the Internal Revenue Service on Form 1099.

3. **Initial Solicitations.**

Solicitor agrees that at its initial solicitation of a Referred Client it will supply the Referred Client with:

- (a) A current copy of Part 2 of Advisor's Form ADV, as provided by the Advisor to the Solicitor from time to time.
- (b) A current copy of Advisor's Privacy Policy, if Solicitor collects any non-public personal information about the Referred Client on behalf of Advisor (e.g., by obtaining existing account statements or completing new account forms, client questionnaires, etc.), as provided by the Advisor to the Solicitor from time to time;
- (c) A current copy of a "Solicitor Disclosure Statement to Client", the current form of which is attached hereto as Exhibit B;
- (d) Such other information or questionnaires as Advisor may provide or reasonably request from time to time.

4. **Solicitor's Obligations.**

While this Agreement remains in effect:

- (a) Solicitor shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all applicable federal and state laws, rules, and regulations, including without limitation, the Investment Advisers Act of 1940 ("Advisors Act"), the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the laws of each State having jurisdiction; all of the related rules, regulations, and court decisions; if applicable, the rules of the Financial Industry Regulatory Authority, Inc.; and all instructions, directions and performance targets given to Solicitor by Advisor; as each of these may be amended or supplemented from time to time (collectively, the "Applicable Requirements").
- (b) Solicitor agrees that any violation of the Applicable Requirements, and/or any violation of the covenants, representations, warranties, and other terms contained in this Agreement may, at Advisor's discretion, be grounds for immediate termination of this Agreement, provided, that Advisor shall have given Solicitor notice and not less than two business days to cure the violation, if possible, whereupon if not cured then all Referral Fees and other claims whatsoever accruing under this Agreement shall be forfeited by Solicitor, and Advisor shall have the other remedies provided under this Agreement and applicable law.
- (c) If Solicitor is a corporate entity, it is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.
- (d) Solicitor shall prepare and maintain all required books and records, if any, prescribed by Advisor.

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- (e) Solicitor shall supervise correspondence, advertising materials, promotional materials, and all other forms of communication with the public utilized by Solicitor in the course of its performance under this Agreement. Solicitor will not distribute or otherwise use any correspondence, advertising materials, promotional materials, or other information or documentation relating to Advisor or its services unless such materials have been given prior approval in writing by Advisor.
- (f) Solicitor shall promptly forward to Advisor any Referred Client's complaint and any inquiry by any federal or state regulatory agency.
- (g) Solicitor shall cooperate with Advisor in the investigation and defense of any complaint, inquiry, arbitration, litigation, or other proceeding involving a Referred Client.
- (h) Solicitor shall assure that all checks, money orders, or wires of monies to be placed under Advisor's management by the Referred Client are made payable and sent by the Referred Client to the custodial broker-dealer, bank, insurance company, mutual fund, or other qualified custodian. Solicitor agrees not to accept cash or any other instrument payable to Solicitor or Advisor.

5. Advisor's Obligations.

While this Agreement remains in effect:

- (a) Advisor shall perform its obligations under this Agreement diligently, in good faith, and in compliance with all Applicable Requirements.
- (b) If authorized in writing by a Referred Client, Advisor will deliver to Solicitor copies of account statements and performance reports with respect to the Referred Client's account(s) under Advisor's supervision or management.
- (c) Advisor will provide Solicitor with copies of Part 2 of Advisor's Form ADV and Advisor's Privacy Policy as Solicitor shall reasonably require. Advisor shall promptly amend or supplement these documents and notify Solicitor of any amendment when material information changes so that, as amended or supplemented, the document will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Form ADV and Privacy Policy are delivered to a Referred Client and/or Client, not misleading.
- (d) Advisor is solely and exclusively responsible for the supervision of the activities of its own officers, directors, partners, members, representatives, employees, and other agents.

6. Advisor's Representations and Warranties.

Advisor represents and warrants to, and for the benefit of, Solicitor that:

- (a) Advisor is duly registered with the Securities and Exchange Commission and any states having jurisdiction under the Applicable Requirements;
- (b) Advisor's directors, officers, representatives, employees, and agents are appropriately registered, licensed, qualified, or exempt from such requirements under the Applicable Requirements;
- (c) The Advisor's Form ADV is current, accurate, and complete in all material respects;
- (d) Neither Advisor nor any of its affiliates have any affirmative responses to the disciplinary history questions contained in Item 11 of Part 1 of Form ADV. Advisor shall immediately disclose to Solicitor any amendments to Item 11 of Part 1 of Form ADV; and
- (e) Advisor is, has been, and will use its best effort to remain in compliance with all Applicable Requirements while this Agreement remains in effect.



7. *Solicitor's Representations and Warranties.*

Solicitor hereby represents and warrants to, and for the benefit of, Advisor that:

- (a) Neither Solicitor nor any "supervised person" (as defined under the Advisors Act) of Solicitor who will perform services under this Agreement is a person:
 - (i) Subject to an SEC order issued under Section 203(f) of the Advisors Act;
 - (ii) Convicted within the previous ten years of any felony or misdemeanor involving conduct described in Section 203(e)(2)(A)-(D) of the Advisors Act;
 - (iii) Who has been found by the SEC to have engaged, or has been convicted of engaging, in any of the conduct specified in Section 203(e) of the Advisors Act; and/or
 - (iv) Subject to any order, judgment, or decree described in Section 203(e)(3) of the Advisors Act.
- (b) Solicitor shall notify Advisor promptly if any change occurs which would make these representations and warranties inaccurate or incomplete.
- (c) Solicitor is appropriately registered and notice filed, or exempt from registration or notice filing requirements, in all applicable states in which Solicitor will have an office or conduct solicitation services on behalf of Advisor.
- (d) The performance of the services hereunder by Solicitor will not constitute a breach of any non-competition agreement, non-solicitation, non-disclosure agreement, consulting agreement, sale or transfer agreement, employment agreement, shareholder agreement, or any other contract, agreement or obligation of the Solicitor to any other party of any nature whatsoever, oral or written.

8. *Confidentiality.*

While this Agreement remains in effect and in perpetuity thereafter: Solicitor hereby represents and warrants to, and for the benefit of, Advisor that:

- (a) With respect to Solicitor:
 - (i) All information and records of Solicitor, including, but not limited to, Referred Client lists, solicitation proposals, Referred Client information (including nonpublic personal information) (hereinafter, "Confidential Client Data"), and business methods or processes, which information and/or records are not available to the general public ("Solicitor's Confidential Information"), is and shall remain the property of Solicitor; provided, however, that any Confidential Client Data shall not be considered Solicitor's Confidential Information from and after the date that the Referred Client becomes a Client of the Advisor, and the confidentiality of any such Confidential Client Data shall instead be governed by the agreement between the Referred Client and the Advisor.
 - (ii) Solicitor's Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public, other than as a result of a disclosure by Advisor; (B) is known to Advisor prior to disclosure by Solicitor; and/or (C) becomes available to Advisor after disclosure by Solicitor, in each case as a result of disclosures from persons other than Solicitor who are not bound by a confidentiality agreement with Solicitor and who are not otherwise prohibited from transmitting the information to Advisor.
- (b) With respect to Advisor:
 - (i) All information and records of Advisor, including, but not limited to, Confidential Client Data, Client lists, investment advice and investment strategies, and business methods or processes, which information and/or records are not available to the general public ("Advisor's Confidential Information" and with the Solicitor's Confidential Information, the "Confidential Information"), is and shall remain the property of Advisor.
 - (ii) Advisor's Confidential Information does not include, however, information which: (A) is, or becomes, generally available to the public other than as a result of a disclosure by Solicitor; (B) is known to Solicitor prior to disclosure by Advisor; and/or (C) becomes available to Solicitor after disclosure by Advisor, in each case as a result of disclosures from persons other than Advisor who are not bound by a confidentiality agreement with Advisor and who are not otherwise prohibited from transmitting the information to Solicitor.



- (c) Each Party's obligation to maintain the confidentiality of the Confidential Information of the other Party shall exist during the term of this Agreement and for two (2) years after the termination of this Agreement, and during such term shall not be used or divulged, either orally, in writing or in digital form, with the written consent of the other Party; provided, that any Confidential Information that constitutes "trade secrets" under applicable law shall remain confidential for so long as such information constitutes "trade secrets;" and further provided that any Confidential Information that consists of Confidential Client Data shall remain confidential in perpetuity. In addition, both Parties shall take such steps or precautions as are reasonably necessary to safeguard the other Party's Confidential Information.
- (d) Upon termination, and upon request at any time during the term of this Agreement, either party shall promptly deliver to the other, or attest to the destruction of, any and all Confidential Information of the other party then in the delivering party's possession in any form or format. However, the delivering party shall be authorized to maintain such copies of its Confidential Information as necessary to fulfill its legal and/or regulatory requirements or to continue to service existing Clients so long as that client relationship continues, and for no other purpose.
- (e) If either Advisor or Solicitor becomes legally compelled to disclose any Confidential Information of the other party or is served with any subpoena, discovery device, or other legal process seeking Confidential Information of the other party, then the party being so compelled may provide such Confidential Information provided that it shall first provide the other party with prompt written notice to that effect, so that the party may seek a protective order concerning such Confidential Information.
- (f) Each Party (a "Recipient") agrees that the other Party (a "Disclosing Party") would be irreparably injured by a breach of this Agreement by Recipient, and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 8. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 8, but shall be in addition to all other remedies available at law or in equity. Recipient waives the requirement of any bond being posted as security for such equitable relief and agrees to pay all costs, including reasonable attorneys' fees, incurred by the Disclosing Party by reason of the Recipient's breach of this Section 8.

9. Term and Termination.

Solicitor's relationship with Advisor will be for an indefinite term, terminable at will (with or without cause) by giving five (5) days' advance written notice by either party. Termination of the relationship will not terminate those contractual obligations which are described to be continuing in nature.

10. Indemnification.

During and after the term of this Agreement:

- (a) Solicitor shall indemnify and hold Advisor and Advisor's directors, officers, associated persons, employees, and agents ("Advisor's Indemnified Persons") harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys' fees, and other litigation expenses), incurred by any of them arising out of or in connection with:
 - (i) Any violation of this Agreement, the Applicable Requirements, or Advisor's client account agreements by Solicitor or other persons under Solicitor's control and supervision;
 - (ii) Negligent, wrongful, or other tortious conduct by Solicitor or other persons under Solicitor's control and supervision;
 - (iii) Any violation of Advisor's internal policies, procedures, or instructions by Solicitor or other persons under Solicitor's control and supervision;
 - (iv) Any income tax, withholding tax, self-employment tax, penalty, fine, interest, or government assessment with respect to compensation paid to Solicitor under this Agreement, or any other debt or obligation of Solicitor which is paid by Advisor;
 - (v) Any property damage or personal injury claim asserted by any person allegedly caused by Solicitor or any other person under Solicitor's control and supervision; and
 - (vi) Any employment-related claim by any employee of Solicitor regardless of whether Advisor approved Solicitor's hiring of such person.
- (b) Advisor shall indemnify and hold Solicitor and Solicitor's directors, officers, associated persons, employees, and agents ("Solicitor's Indemnified Persons") harmless against any and all losses, liabilities, damages, expenses, investigative costs, or other costs (including, without limitation, attorneys' fees, and other litigation expenses), incurred by any of them arising out of or in connection with:



- (i) Any violation of this Agreement, the Applicable Requirements, or Advisor's client account agreements by Advisor or other persons under Advisor's control and supervision;
 - (ii) Negligent, wrongful, or other tortuous conduct by Advisor or other persons under Advisor's control and supervision;
 - (iii) Any violation of Advisor's internal policies, procedures, or instructions by Advisor or other persons under Advisor's control and supervision; and
 - (iv) Any property damage or personal injury claim asserted by any person allegedly caused by Advisor or any other person under Advisor's control and supervision.
- (c) The Indemnified parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement. (i) Any violation of this Agreement, the Applicable Requirements, or Advisor's client account agreements by Advisor or other persons under Advisor's control and supervision;
- (ii) Negligent, wrongful, or other tortuous conduct by Advisor or other persons under Advisor's control and supervision;
 - (iii) Any violation of Advisor's internal policies, procedures, or instructions by Advisor or other persons under Advisor's control and supervision; and
 - (iv) Any property damage or personal injury claim asserted by any person allegedly caused by Advisor or any other person under Advisor's control and supervision.
- (c) The Indemnified parties shall be entitled to this indemnification whether or not any such action or proceeding is prosecuted to a final judgment or award or is settled. These indemnification provisions shall continue in effect indefinitely notwithstanding the termination of this Agreement.

11. Exclusive Arrangement.

During the term of this Agreement, the Solicitor shall exclusively act as a solicitor of investment advisory business for the Advisor, and shall not take any action (a) to refer a potential Client to another investment advisor, (b) to induce or solicit any Referred Client to terminate his/her/its relationship with Advisor or (c) to reduce the amount of assets of such Referred Client that are managed by the Advisor. Solicitor acknowledges that Advisor shall have the right to enter into solicitation agreements with other persons.

12. Binding Arbitration.

- (a) Any dispute, controversy or disagreement between the parties to this Agreement shall be determined by arbitration in accordance with the applicable rules of Complex Commercial Disputes of the American Arbitration Association ("AAA"), and judgment on any award so rendered may be entered in any court having jurisdiction. The parties agree that the submission of any dispute, controversy or disagreement to arbitration shall be a condition precedent to the commencement of any legal action. Firm understands and agrees that:
- (i) Arbitration is final and binding on the parties;
 - (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial;
 - (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; and
 - (iv) 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.
- (b) Any forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.
- (c) The arbitrators shall deliver a written, reasoned opinion with respect to the merits and, if applicable, damages covered by their order, and shall be entitled to order specific performance of the obligations imposed by this Agreement.
- (d) This Section does not prohibit a party from seeking and obtaining injunctive relief pending the outcome of arbitration.



13. Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, or assigns. The rights or performance of Solicitor under this Agreement shall not, however, be assigned or delegated, by operation of law or otherwise, without Advisor's prior written consent. No person other than Advisor and Solicitor shall have any rights or be entitled to any benefits whatsoever under any terms or conditions of this Agreement.

14. Notices.

Any notice to be given to Solicitor or Advisor under this Agreement shall be deemed effective if sent by certified mail, overnight delivery or email, in all cases return receipt requested, to the address set forth for Solicitor or Advisor on the signature page hereto.

15. Modification and Headings.

No modification or amendment to this Agreement shall be valid unless in writing, signed by a duly authorized representative of the party affected. References to sections and appendices in this Agreement are cross-references to its other provisions and attachments. The captions in this 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.

16. No Waivers.

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by a duly authorized representative of the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

17. Governing Law.

This Agreement and all related duties, obligations, and rights shall be governed by the laws of the state where the office of Advisor is located which has primary responsibility for management of the Solicitorrelationship, without regard to conflicts of laws principles, except as and to the extent superseded by federal law.

18. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the parties. This Agreement is made as of and shall become effective immediately; however, Solicitor may only commence services on behalf of Advisor as and when permitted under Section 1 of this Agreement.

19. Counterparts.

This Agreement may be executed in dual counterparts, each of which shall be deemed an original.

[Signatures on the following page.]

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IN WITNESS WHEREOF, Solicitor and Advisor have executed this Agreement on the day and year first written above.

SOLICITOR

Client Signature

By

Its

Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

WT Wealth Management, LLC,
a Wyoming limited liability company

By: _____

John K. Heilner, Chief Investment Officer

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

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EXHIBIT A

FEE SCHEDULE

Advisor will pay Solicitor the following percentage of the following types of advisory fees payable to Advisor under the investment management agreement between a Referred Client and Advisor: _____% of first year investment management fee; _____% of the later years investment management fees.

EXHIBIT B

SOLICITOR DISCLOSURE STATEMENT TO CLIENT (Pursuant to SEC Rule 206(4)-3)

_____ (“Solicitor”) acts as an unaffiliated solicitor for WT Wealth Management, LLC, whose principal office is located at 160 West Gill Avenue, Jackson, WY 83001 (“Advisor”).

1. Solicitor is not an employee or investment adviser representative of Advisor.
2. Solicitor is not authorized to provide investment advice or manage investments on behalf of or through Advisor. Solicitor’s role on behalf of Advisor is limited to introducing or referring prospective clients to Advisor.
3. Solicitor does not have authority to accept a client agreement on behalf of Advisor or to collect or receive payment in her own name for any services of Advisor. All client agreements with Advisor are subject to acceptance by Advisor.
4. Once a client agreement is accepted, Advisor typically makes investment recommendations to the client as described in the agreement between the client and Advisor.
5. Pursuant to a separate agreement between Advisor and Solicitor, Advisor will pay Solicitor a percentage of the Advisory Fees payable to Advisor under the investment management agreement between client and Advisor: ____% of enrollment fees; ____% of investment management fees.
6. The total enrollment fee charged to a client by Advisor will not increase as a result of compensation being shared by Advisor with Solicitor.
7. Solicitor’s role is limited exclusively to that of a solicitor and that Solicitor does not give, and has not given, investment-related advice on behalf of Advisor