



Fiduciary Wealth Management LLC

Investment Advisory Contract

Fiduciary Wealth Management, LLC
4604-H Pinecrest Office Park Drive
Alexandria, VA 22312
(703) 242-1231
info@fidwealthman.com

Agreement

This Agreement entered into between Fiduciary Wealth Management, LLC (FWM), a registered investment advisor, and:

("Client").

In consideration of the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

- 1) FWM shall have overall supervisory responsibility for the general management and investment of the assets and portfolio securities of the Client (the "managed assets") subject to the Client's stated investment objectives and any direction which the Client may issue to FWM from time to time.
- 2) FWM shall provide overall investment programs and strategies for the Client, shall revise such programs as necessary and shall monitor and report periodically to the Client concerning the implementation of the programs.
- 3) FWM, with the approval of the Client as to particular appointments, may appoint one or more persons or companies ("Advisors") and, subject to the terms and conditions of this Agreement, Advisors shall have full investment discretion and shall make all determinations with respect to the investment of the Managed Assets. FWM shall be solely responsible for paying the fees and expenses of such Advisors for its services. Additionally, FWM may directly develop portfolio strategy for client's investments, with Advisor input, if portfolio size criteria are not met.
- 4) FWM shall advise the Client of the investment advisers which FWM believes are best suited to invest the Managed Assets; shall monitor and evaluate the investment performance of Advisers; shall recommend changes of Advisers when appropriate; shall supervise the investment activities of Advisers to ensure compliance with the Client's investment objectives and with restrictions and limitations applicable to the Managed Assets; and shall compensate Advisers.
- 5) FWM shall render regular reports to the Client of the portfolio investments and measurement and analysis of the results achieved with respect to the Managed Assets.
- 6) FWM will supervise and retain overall responsibility for the placement of orders for the execution of securities transactions. In the absence of specific instructions from Client, FWM intends to delegate to Advisers the selection of brokers and dealers to execute securities transactions. Securities transactions will be allocated to such brokers and dealers for execution on such markets, as such prices and at such commission rates (which may be in excess of the rates another broker would charge) as in good faith judgment of FWM or Advisers will be in the best interest of the Client, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general

portfolio management capabilities of Advisers, and the value of an ongoing relationship of Advisers with such brokers and dealers) without having to demonstrate that such factors are of a direct benefit to the Client. Consistent with the foregoing, Advisers themselves may effect securities transactions for the Client's account and receive commissions there for.

- 7) FWM represents that it is registered as an investment adviser and agrees that during the terms of this Agreement, it will remain so registered. FWM will comply with the Investment Advisers Act of 1940 and the rules and regulations promulgated thereunder and with applicable state law requirements.
- 8) For the services provided pursuant to this Agreement, commencing on the date hereof, Client will pay as full compensation a percentage fee of the Managed Assets. Except as hereinafter set forth, compensation under this Agreement shall be calculated quarterly in advance based upon assets under management on the date of calculation and shall be paid within fifteen (15) days following the beginning of each succeeding calendar quarter. If this Agreement becomes effective subsequent to the first day of a quarter or terminates before the last day of a quarter, compensation for the part of the period this Agreement is in effect shall be prorated in a manner consistent with the calculation of the fees set forth above.
- 9) Client may terminate this Agreement immediately upon giving notice to FWM within five (5) business days of the date of this Agreement. In addition, FWM and Client shall each have the right, on giving ten (10) days written notice to the other, to terminate this Agreement without the payment of any penalty. In the event of any such termination, all fees due and accrued as of the end of any particular quarter or interim period (subject to pro-ration) shall be paid to FWM at the time of termination.
- 10) No assignment of this Agreement shall be made in any manner without Client's consent thereto.
- 11) It will be Client's responsibility to advise FWM of the Client's investment objectives and of any changes or modifications therein as well as any specific investment restrictions applicable thereto and to give FWM prompt written notice if Client deems any investments made for Client's account to be in violation of such objectives or restrictions. Unless Client notifies FWM in writing of specific restrictions, the investments recommended for, or made on behalf of, the Client's account shall not be restricted thereby.
- 12) Client understands that profits cannot be assured on every transaction, and that there can be no guarantee that the overall investment effort will be profitable. It is further understood that FWM is acting as the agent of Client, and all securities and other property in the portfolio are held and traded solely at and for the risk of Client. FWM shall not be liable or responsible for any act or failure to act of any broker, bank or similar agent utilized by FWM in effecting any transaction on Client's behalf, or for the financial solvency of any such broker, bank or agent.
- 13) Client retains the right and obligation to obtain and vote proxy solicitations. FWM does not obtain or vote proxies on behalf of its clients.
- 14) The parties hereby agree that any controversy between us arising shall be submitted to arbitration conducted before the Financial Industry Regulatory Authority (FINRA) and in accordance with its rules. Arbitration must be commenced by written demand for arbitration or a written notice of intention to arbitrate.

- 15) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until; (i) the class certification is denied; (ii) the class action is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

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

Exhibit 1: Trading and Fee Payment Authorization

The Client hereby authorizes FWM as his or her agent and attorney in fact to buy, sell (including short sales) and trade in stocks, bonds, options contracts and any other securities and/or commodities and/or contracts relating to the same on margin or otherwise in accordance with your terms and conditions for the Client. In addition, the Client hereby specifically authorizes FWM to make transactions which would result in uncovered short positions in options contracts or in the uncovering of any existing short position in options contracts. The Client hereby agrees to indemnify and hold FWM harmless from and to pay promptly on demand any and all losses arising there from or debit balance due thereon.

FWM is authorized to request of the custodian of the Client's account(s) the direct payment of the quarterly or other fees due and payable by client pursuant to the terms of this Agreement to FWM. All such fee payments shall be documented on the client's periodic statement received directly from the qualified custodian of the client's account(s). In no case shall FWM be the qualified custodian of the client's account(s).

The Client hereby ratifies and confirms any and all transactions heretofore or hereafter made by FWM.

This authorization and indemnity is in addition to (and in no way limits or restricts) any rights which are under any other agreement or agreements between the Client and FWM.

This authorization and indemnity is also a continuing one and shall remain in full force and effect until revoked by the Client by a written notice to FWM, but such revocation shall not affect any liability in any way resulting from transactions initiated prior to such revocation. This authorization and indemnity shall inure to the benefit of FWM and of any successor firm or firms irrespective of any change or changes at any time in the personnel thereof for any cause whatsoever, and of the assigns of FWM or any successor firm.

Exhibit 2: Fee Structure

A flat percentage rate shall be charged based on the portfolio market values as follows:

First \$250,000 ____%

Next \$250,000 ____%

Next \$500,000 ____%

Above \$1,000,000 ____%

These rates shall be charged quarterly in advance at the appropriate rate based on the closing market value of the portfolio on the final calendar day of the preceding quarter.

Execution commissions regarding equities shall be charged at a rate of _____ per transaction not to include miscellaneous service charges assessed by the custodian.

The above fee structure shall remain in effect unless this agreement is terminated or otherwise negotiated on the following account(s)—list all applicable accounts below:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below:

FIDUCIARY WEALTH MANAGEMENT, LLC

Principal _____
Date

Client(s) Signature(s) _____
Date

Date

ACKNOWLEDGMENT

I hereby acknowledge that I have received a current copy of Part II of Form ADV or equivalent brochure of FWM.

Client(s) Signature(s): _____
Date

Date