

ADVISORY AGREEMENT

ConciergeAdviceSM

Thank you for choosing WealthStrategies Financial Advisors, LLC ("WSFA") to provide you with financial advisory services. This Advisory Agreement ("Agreement") is between the undersigned Client(s) ("Client") and WSFA and sets forth the understandings of the parties. Under this Agreement, Client agrees to engage WSFA to provide various services as more fully described below.

SELECT SERVICE (choose only one):

ConciergeAdviceSM Service | (Sections 1 & 3 of Agreement apply)

Hourly Advisory Services | (Section 2 & 3 of Agreement apply)

1 | ConciergeAdviceSM Service

A. SERVICES

WSFA will prepare an annual personal financial plan upon request of the Client consistent with the Client's financial status, investment objectives, and personal circumstances. The Client will provide WSFA all required financial data and related information to prepare the financial plan. The financial plan may include information regarding cash flow planning, debt management, education/college planning, retirement planning, insurance/risk analysis, investment analysis, and other financial goal planning. The Client and WSFA will jointly determine which of the above financial planning topics shall be included in the financial plan. WSFA will provide the Client either a written financial plan or a financial plan that is accessible via a personal password-protected internet portal. The financial plan will not include information or analysis with respect to legal advice, preparation of any legal documents such as wills or trusts, tax services such as tax return preparation and/or filing, or a review of liability risks such as auto, home, and property risks.

The Client gives WSFA the authority to manage the Investment Account(s) ("Account(s)") that the Client transfers to WSFA's third party custodian, Folio Investments, Inc. ("Folio Investments"), on an on-going, discretionary basis. The Client gives WSFA the authority to determine which securities to utilize and when to buy and sell them in the Account(s). WSFA will prepare an Investment Policy Statement ("IPS") for the Client that will govern the investment of the Account(s) that the Client will transfer to Folio Investments. The Client agrees to provide the necessary information to complete the IPS. The Client maintains ownership of the Account(s) at all times and may move them to a custodian of their choice at any time and the Client may cancel this Agreement per its terms and conditions.

WSFA will also be available for consultation for other financial questions that the Client may have from time to time via phone, internet conference calling, or face-to-face meetings.

B. POTENTIAL CONFLICTS OF INTEREST

WSFA will utilize model portfolios for the Client's Account(s) and the Account(s) investment portfolios will not be unique. WSFA has selected Folio Investments for these Account(s) and it is possible that this custodian may not be the best choice for the Client's personal situation. The Client is encouraged to consider all aspects of the advisory relationship including WSFA's choice of custodian to implement the investment recommendations of WSFA. WSFA may recommend that the Client purchase insurance products such as life insurance, disability insurance, long term care insurance, annuities, etc as part of their financial plan. These products often

result in a commission payable upon the sale of the insurance product. Therefore, WSFA's affiliated insurance agency may profit if the Client chooses to purchase these products from the affiliated insurance agency. The Client understands that it is their decision whether to purchase these products and that the Client can purchase these products from many other companies and do not have to purchase them through WSFA or any affiliate.

C. ADVISORY FEE

As compensation for services provided pursuant to this Agreement, the Client agrees to pay an Advisory Fee ("Advisory Fee"), as defined in this section.

The Client authorizes Folio Investments to (a) calculate the Advisory Fee with respect to the Account(s), as set forth in this section; and (b) deduct the Advisory Fee directly from the Account(s) in arrears on a quarterly basis. If the Client has more than one account managed by WSFA, the Advisory Fee will be applied on the total Assets managed by WSFA among all the managed Account(s). Certain types of accounts will not qualify for aggregation at the Client level (corporate, partnership, LLC, sole proprietorship, investment club, business trust, qualified retirement plan, and unincorporated organization accounts).

The Advisory Fee is a percentage of the average daily Asset balance in the Account(s), including Assets held in cash and cash equivalents. Only the Assets within each tier receive that tier's fee. For example, for a \$600,000 account, the first \$500,000 is billed at 0.99% and the second \$100,000 is billed quarterly at 0.69%. Folio Investments will charge other fees that entitle the Client to have up to ten different portfolios in the Account(s) and a maximum of 600 window trades per month. All fees will be charged whether the Assets are held in securities or other instruments or whether they are held in cash and cash equivalents. All fees, as applied to Assets in the Account(s) held in cash, may be higher than what other advisors would charge to provide cash management services.

The initial fees will cover the period from the Account(s) opening date through the last day of the Account(s) opening month and shall be pro-rated accordingly. WSFA will not be compensated on the basis of a share of capital gains upon or capital appreciation of the Assets or any portion of the Assets in the Account(s). Various investments within the Account(s) may also levy additional fees for which the Client is responsible for such as mutual fund expenses, exchange traded fund expenses, and money market fund expenses.

WSFA reserves the right to change any Advisory Fee at any time for whatever reason upon thirty (30) days written notice of such Advisory Fee change. The Advisory Fee applied to Account(s) values over \$1M are negotiable and any Advisory Fee negotiated is generally based on the following criteria: historical relationship, anticipated future earnings capacity, anticipated future additional Assets, related accounts, anticipated service levels, and negotiations with you. In addition, **a minimum Advisory Fee of \$199 per quarter applies** to all clients if their Fee calculated using the table below is lower than \$199 per quarter. There are no minimum account balance requirements.

Average Daily Asset Balance	Annual ConciergeAdvice SM Advisory Fee
up to \$500,000	0.99%
\$500,000 to \$1,000,000	0.69%
over \$1,000,000	negotiable

D. TERMS

Investment Account(s). The Account(s) shall consist of such securities of all type and nature, including cash and cash equivalents (collectively the "Assets") which, from time to time the Client places under the investment management of WSFA plus Assets that become part of the Account(s) as a result of any transactions or accretions to the Account(s). The Client may make additions to and withdrawals from the Account(s), provided that with respect to additions, WSFA shall receive prompt written notice thereof and with respect to withdrawals, WSFA will receive not less than seven (7) business days' prior written notice thereof. The Client represents that they are the owner of all Assets that they place or will place in the Account(s) and that there are and will be no restrictions whatsoever as to the trading of such Assets.

Discretionary Authority. WSFA shall supervise and direct the investments of and for the Account(s) without prior consultation with the Client, subject, however, to such reasonable limitations and restrictions as the Client may have imposed, or may hereafter impose, by written notice to WSFA, and by the term of the IPS. This discretionary authority makes WSFA the Client's agent and attorney-in-fact with full power and authority on behalf of the Account(s) and (i) to buy, sell, exchange, convert and otherwise trade in any and all stocks, bonds, and other securities as WSFA may select; and (ii) to hold all or a portion of the Assets in cash for such time as WSFA deems appropriate, consistent with the Client's investment strategies. This discretionary authority shall remain in full force and effect until WSFA receives written notice from the Client of its termination, or until WSFA receives written notice of the Client's death or adjudicated incompetence. In no event, however, shall WSFA take custody of any Assets in the Account(s).

Client's Financial Situation; Investment Objectives; and Reasonable Restrictions. At the opening of the Account(s), and from time to time as needed, the Client shall promptly notify WSFA in writing of: (a) the Client's particular financial situation, and any changes thereto; (b) the Client's investment objectives for the Account(s), and any changes thereto; and (c) any specific, reasonable restrictions that WSFA is to observe in managing the Account(s), including the instruction to liquidate all or a portion of the Assets and maintain them in cash or cash equivalents until the Client notifies WSFA otherwise.

Custody of Assets. The Client agrees that the custodian of all Assets in the Account(s) shall be Folio Investments. WSFA shall at no time have custody or physical control over any Assets in the Account(s), and WSFA shall not be liable for any act or omission of the custodian. The Client will instruct the custodian of the Account(s) to send to WSFA and the Client duplicate confirmations of purchases, sales, or other activity relating to the Account(s), including any additions to or withdrawals from the Account(s), as well as monthly statements of all activity in the account(s). The Client shall monitor all such confirmations and shall notify WSFA of any apparent errors or discrepancies therein.

Brokerage. The Client hereby instructs WSFA to use Folio Investments to execute all transactions for the Account(s) that the Client chooses to transfer to Folio Investments. The Client understands that, because the Client has selected Folio Investments to handle the transactions, WSFA may be limited in its ability to, or lose entirely the ability to, negotiate commissions, aggregate client orders, and seek execution of transactions as efficiently as possible and at the best price for the Account(s). The Client further understands that, as a result of selecting Folio Investments, Client may pay commissions that exceed what may be available through other brokerages. Folio Investments will make available all communications (monthly statements, confirmations, tax documents, etc.) electronically. If the Client elects to receive such communication via U. S. mail, the Client agrees to a quarterly deduction from their Account(s) of \$50.00 for processing and mailing of paper documents to their address of record.

Aggregation of Trades. Folio Investments may aggregate purchase or sale orders for the Client's Account(s) with purchase or sale orders for the same security held in other WSFA client accounts, where such aggregation is likely to result generally in a more favorable net result for all clients. However, Folio Investments is under no obligation to aggregate orders. Circumstances may arise under which Folio Investments determines that there is a limited supply or demand for the security. Under such circumstances, Folio Investments will attempt to allocate the opportunity to purchase or sell the security among affected accounts on an equitable basis, WSFA is not required to assure equality of treatment among all clients in connection with every trade. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all securities purchased or sold for client account(s), WSFA will allocate the securities in accordance with its order allocation procedures.

Voting Rights. The Client will reserve and retain the right to vote proxies for securities held in the Account(s). At all times, the Client shall retain the right to delegate the authority to vote securities held in the Account(s) to a person other than WSFA. WSFA shall 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 in the Account(s) may be invested.

2 | Hourly Advisory Services

The Client agrees to retain WSFA for the Service(s) listed below and to pay WSFA at an hourly rate of \$210 per hour for the Total Hours listed below. WSFA will send the Client an invoice within 15 days of completion and delivery of all Service(s) and the Client agrees to pay WSFA in full within 15 days of receipt of the invoice per the payment terms of this Agreement. The hourly rate is not negotiable. WSFA may recommend that the Client purchase insurance products such as life insurance, disability insurance, long term care insurance, annuities, etc. These products often result in a commission payable upon the sale of the insurance product. Therefore, WSFA's affiliated insurance agency may profit if the Client chooses to purchase these products from the affiliated insurance agency. The Client understands that it is their decision whether to purchase these products and that the Client can purchase these products from many other companies and do not have to purchase them through WSFA or any affiliate. WSFA utilizes model portfolios for their clients and the investment recommendations are not unique to each client.

Service(s)	Hours Required
Total Hours: _____	

3 | General Terms and Conditions

A. ADDITIONAL TERMS

Standard of Care. Neither WSFA's acceptance of the Client's investment objectives, nor any other provision of this Agreement, shall be considered a guarantee nor representation that any specific result will be achieved. The Client understands that WSFA cannot guarantee the future performance of the Account(s) or any specific level of performance or the success of any investment decisions or strategy that WSFA may use. The Client understands that investment decisions made for their Account(s) by WSFA are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. Except as may otherwise be provided by law, WSFA will not be liable to the Client for (i) any loss that the Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by WSFA with that degree of care, skill, prudence, and diligence under the circumstance that a prudent person acting in a fiduciary capacity would use, (ii) any loss arising from WSFA's adherence to the Client's written or oral instructions; or (iii) any act or failure to act by Folio Investments, any broker or dealer which WSFA directs transactions for the Account(s), or by any other third party. The Client understands that the federal and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and, therefore, that nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Client may have under any applicable securities laws. The Client understands that WSFA's recommendations will be based upon information from sources that WSFA regards as reliable, but the Client also recognizes that WSFA cannot guarantee the accuracy of such information.

Confidential Relationship. The Client understands that all information, recommendations and advice furnished by either party to the other (a) shall at all times be treated as confidential, and (b) shall not be disclosed to third persons, except as required by law or upon the prior written approval of the other party.

Services to Other Clients. The Client understands that WSFA renders financial planning and investment advisory services for clients and customers other than the Client's Account(s). Nothing in this Agreement shall be deemed to impose upon WSFA any obligation

to purchase or sell or to recommend for purchase or sale by or for the Account(s) any security or other property which your officers or employees may purchase or sell for their own accounts or which WSFA may purchase or sell for the accounts of any other client or customer. The Client recognizes that transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

Representations. In addition to the other representations made in this Agreement, each party represents that: (a) the party is duly authorized and empowered to enter into and perform this Agreement; (b) the terms of this Agreement do not violate any obligation binding the party, whether arising by contract, operation of law or otherwise; and (c) the party has duly authorized this Agreement, and this Agreement will be binding upon that party in accordance with its terms.

Agreement Not Assignable. Neither party may assign (as that term is defined in the Michigan Uniform Securities Act 551 of 2008, as amended, and the rules thereunder) any of the rights or obligations under this Agreement unless the other party consents in writing to the assignment.

Acceptance of this Agreement. This Agreement shall not become binding upon WSFA unless accepted in writing by WSFA. No provision of this Agreement may be waived, altered, or amended except by written agreement between WSFA and the Client.

Termination. This Agreement may be terminated by either party at any time by giving prior written notice as provided in this Agreement. If the Account(s) is closed before the end of the calendar month, WSFA will prorate the Fee based on the number of days in the month in which the Account(s) is open and Client shall be responsible for paying the prorated Fee.

Arbitration. The Client agrees that any claim, dispute or controversy between WSFA and the Client, or claim by either party against the other or the employees, agents or assigns of the other and any claim arising from or relating to this Agreement or the relationships which result from this Agreement, no matter against whom made, including the applicability of this arbitration clause and the validity of the entire Agreement, shall be resolved by neutral binding arbitration by the American Arbitration Association, under the Arbitration Rules in effect at the time the claim is filed. Any arbitration hearing at which the Client appears will take place at a location near the Client's residence. Rules and forms of the American Arbitration Association may be obtained and all claims shall be filed at any office of the American Arbitration Association or at Corporate Headquarters, 335 Madison Avenue, Floor 10, New York, New York 10017-4605. Telephone: (212) 716-5800, Fax: (212) 716-5905, website: www.adr.org.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, BUT THEY CHOOSE TO HAVE ANY DISPUTES DECIDED THROUGH ARBITRATION.

Disclosure Statement. The Client acknowledges that they have received and reviewed WSFA's Disclosure Statement (which consists of a copy of Part 2A & 2B of WSFA's Form ADV) and WSFA's Privacy Policy Notice on or before the date of the Client's signing of this Agreement. The Client shall have the option to terminate this Agreement in its entirety, at their sole discretion, and without penalty, for five (5) business days from the date on which the Client signed this Agreement; provided, however, that any investment action taken by WSFA with respect to the Account(s) during such five (5) business day period in reliance upon this Agreement and prior to WSFA's receipt of actual written notice of the Client's exercise of this right of termination, shall be solely at the Client's risk.

Entire Agreement. This Agreement and the undertakings set forth herein constitute the entire agreement between the parties hereto with respect to the Services provided.

Construction. Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement. Each of the provisions of this Agreement is severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This Agreement shall be construed and interpreted under the laws of the State of Michigan without regard to conflict of laws principles, except to the extent controlled by applicable federal law. Nothing in this Agreement shall constitute a waiver or limitation of any rights the Client may have under applicable securities laws or regulations.

Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. A facsimile or telecopy signature on this Agreement may be relied upon as an original for all purposes.

Notices. Where notices, demands, offers, and other communications are required to be delivered in writing under this Agreement, they shall be delivered to the address that the Client has provided WSFA and the Client agree to update this address with WSFA as necessary. All such notices, demands, offers, and other communications shall be deemed to have been given and delivered if (i) delivered personally, (ii) if mailed by registered or certified mail, return receipt requested, postage prepaid (in which event the fifth business day after the date of mailing shall be deemed the date such notice is given), or delivered by a nationally recognized express courier service for overnight delivery (in which event notice shall be deemed to have been given on the business day following the date of delivery to such courier service), or (iii) if transmitted by facsimile to the recipient's facsimile number, in which case the confirmation of transmission shall be deemed conclusive evidence of such delivery.

The Client agrees to receive updates to WSFA's Form ADV Part 2A and 2B and its Privacy Policy Notice via electronic mail. The Client agrees that when WSFA sends these to the Client, this constitutes delivery to the Client of the information enclosed or documents attached even if the Client does not actually access the information or documents. The Client may revoke this consent to electronic delivery at any time by providing written notice to WSFA. However, since WSFA has priced their services based on the considerable savings of electronic delivery, WSFA reserves the right to terminate the Client's Account or charge the Client an extra fee if the Client asks for paper documents. The Client agrees to maintain a working email address and other current contact information and will update this information immediately if there are any changes.

If the Client does not maintain an electronic mailing address that is working and accessible to WSFA, WSFA is required to provide the Client paper notice of these documents. WSFA may charge the Client an additional fee of not more than \$10 for each delivery. If the Client's electronic mailing address does not function properly, WSFA may send the Client a reminder via US mail of the need to have an electronic mailing address that is working and accessible to WSFA and may charge the Client an additional fee of not more than \$10 for such mailed reminder.

The Client acknowledges that they may incur costs (such as online service provider charges or printing costs) associated with the electronic delivery of information to them. To view PDF files, the Client will need to download the Adobe Acrobat Reader, which is provided for free at www.adobe.com.

Agreed to and Accepted by:

CLIENT(S):

(Print Full Name)

(Print Full Name)

(Signature)

(Signature)

(Date)

(Date)

ADVISOR: **WealthStrategies Financial Advisors, LLC**
745 Novi Street
Northville, MI 48167

(Print Full Name)

(Signature)

(Date)