



THE ESTATE PLANNERS GROUP

Investment Advisory Agreement

THIS INVESTMENT ADVISORY AGREEMENT (this “**Agreement**”) is made and entered between You (the “**Client**”), (any Joint Clients identified shall be collectively, “**Client**”) and The Estate Planners Group, LLC (“**EPG**”), a New Jersey limited liability company, having its principal place of business at 113 Pondview Drive Washington Crossing, PA 18977 (the “**Adviser**”). This Agreement is effective as of the first day a brokerage account is opened with an “unaffiliated qualified custodian” (as defined below) and ready to receive trading instructions from the Adviser (the “**Effective Date**”) based upon the investment plan recommended by Adviser to client, including the features designated by Client (the “**Plan**”) based of Client Risk Profile and investment selection.

EPG is in the business of providing investment advisory services, account management, administrative and related services described below (“**Service**”); and Client desires to engage EPG to provide Service for certain assets of Client.

1. EPG’s Service

Service shall consist of the Following elements:

- a. EPG is hereby designated as Registered Investment Advisor (sometimes referred to as “**RIA**”) for each account serviced by EPG (“**Client Account**”). EPG shall maintain records regarding the activities, consistent with its duties under applicable laws and regulations.
- b. EPG shall provide discretionary investment advisory service for Client.
- c. As discretionary manager, Client hereby authorizes EPG to actively handle the day to day management of Client Accounts without requiring the prior consent of Client, including providing research, analysis of investments and execution of all securities transactions. EPG will however be guided by the Risk Profile chosen by and agreed to by Client.
- d. EPG does not act as Custodian of any assets.
- e. The responsibilities of EPG with respect to the assets in any Client Account under this Agreement shall not commence until after notification from the Custodian that the assets are actually held in that Account, free and clear of any restrictions other than set forth in this Agreement.

2. Client’s Obligations

- a. Establishment of Trading Accounts. After the electronic execution of this Agreement and completion of the electronic application (“**Application**” via the Adviser website (“**Site**”), the Client will establish one or more brokerage accounts, each identified as a Client account (collectively, the “**Accounts**”) at Interactive Brokers, an unaffiliated qualified custodian (Custodian) Interactive Brokers, LLC 8 Greenwich Office Park Greenwich, CT 06831 Notwithstanding anything herein to the contrary, all assets in the Accounts at any point in time (the “**Investment Assets**”) are assets of, and solely owned by, the Client and remain such at all times. The Adviser may place orders for the execution of transactions with or through the Custodian; provided, however, the Adviser will at all times comply with Section 28(e) of the Securities Exchange Act of 1934 and any related

regulations (collectively, the “**Soft Dollar Rules**”), as such Soft Dollar Rules may be amended from time to time.

- b. Client shall deposit in one or more Client Accounts at Interactive Brokers (The Custodian) those funds that Client wants to have managed under this Agreement. Client may, at any time, withdraw funds or securities or deposit additional funds or securities in a Client Account. At all times each Client Account will be held in Client’s name by the Custodian and require Client’s prior authorization for any withdrawal with the exception of Service Fee withdrawals described in section 2. c. below.
- c. Client shall pay a Service Fee for services provided by EPG as a percentage of assets under management in each Client Account. Service fees are assessed Daily at the rate of 1/252nd (“one two hundred and fifty second”) of the following fee schedule:
 - 0.99% on accounts up to \$250,000
 - 0.89% on accounts \$250,001 to \$500,000
 - 0.79% on accounts above \$500,001-\$1 million
 - Accounts in excess of \$1,000,000 will be assessed 0.70%
 - **Example of Daily Fee assessment:**
 - \$100,000 in EPG-LI Strategy or Strategies:
 - **(\$100,000 X (0.79%) X (1 ÷ 252 trading days)) = \$3.13**
 - Fees will be collected daily based on each day’s end of day account balance.
- d. Client hereby authorizes EPG to have the Custodian debit Client Accounts and pay to EPG the Service Fees.
 - i. In addition to EPG Service fees, Interactive Brokers (The Custodian) will also access trading fee. EPG-LI strategies will generally be block traded to ensure strategy investors receive the same price for securities purchased or sold.
 - ii. Block trading may provide efficiencies of scale resulting from The Custodian providing reduced trading costs based on a larger volume of shares traded. Trading costs will be shared by all clients invested in the strategies based on the per share trading costs.
 - iii. EPG receives neither compensation nor any type of “soft dollar” or incentive fees from The Custodian or others including trading fees, fee for use of particular securities, etc. .

3. **ADV Disclosure.**

Client acknowledges that he/she has received, read and understands the contents of the materials provided to Client by EPG, including this Agreement and Form ADV- Part 2 of EPG. EPG agrees that, as required by applicable law, it shall notify Client of any change in membership. Client acknowledges receipt and review of any third party Investment Adviser’s Form ADV- Part 2 and investment management agreement (as applicable) providing services to any Client Account, any prospectus as applicable, and understands that this Agreement serves as a Client receipt for such documents.

4. **Termination.**

- a. The Client has the right to terminate this Agreement without penalty within 5 business days after entering into this Agreement.
- b. In addition, either party may terminate this Agreement at any time, with 30 days prior written notice to the other party. If Client does not send written notice, the contract will terminate 30 days after EPG discovers the custodial accounts are closing, the assts are transferring out or EPG loses access to the Client Accounts.
- c. Client is responsible for all custodian fees payable associated with each terminated Client Account, including transfer costs and ongoing custodial fees if Client remains with the custodian after termination of EPG service.

- d. EPG shall have no further responsibility for Services to the account after the effective date of the termination.

5. Liability and Indemnification.

Client specifically acknowledges, agrees and understands that EPG is not guaranteeing or warranting to Client that the investments in any Client Account will increase in value, retain their value or otherwise achieve any specific performance level. EPG will manage only the securities, cash and other investments held in Client Accounts. In making investment recommendations for any Client Account, EPG may, but is not bound to consider any other assets owned or controlled by Client. EPG shall not be liable for any action taken or omitted, including action taken or omitted subsequent to the death or incapacity of Client or Client's representative but before receipt of written notice thereof, in the absence of gross negligence, willful misfeasance or lack of good faith. Notwithstanding this acknowledgment, Client shall not be deemed to have waived compliance with any state or federal laws.

6. Transactions by EPG for Other Clients.

Client recognizes that EPG provides investment account services to many clients, and accordingly, may provide advice or take action in the performance of its duties with respect to other clients, which advice or action, including the timing and nature of such action, may differ from advice given or action taken, with respect to any Client Account. Nothing in the Agreement shall be deemed to impose upon EPG any obligation to purchase or sell any security for any Client Account or the account of any other client of EPG.

- 7. Suitability.** Client understands that this investment is subject to market fluctuations. Past performance is no guarantee of future gains. Client has reviewed the Risk Profile and investment selections chosen by the Client; Client has determined that the service is suitable for Client; and Client will notify EPG of any changes that may change Client's suitability for this service.

8. Money Market Accounts.

Client acknowledges that EPG may advise Client to invest funds in short term money market investments, such as money market funds.

9. Confidentiality.

EPG and all officers and employees as well as any affiliates will hold in confidence all information relating to the Client in accordance with EPG's announced consumer privacy policies.

10. Confidential Information.

Client promises and agrees that any information received by Client regarding EPG which is not generally available to the public will be held in strict confidence and will not be revealed to any other persons, firms or organizations without the prior written permission of EPG.

11. Account Expenses.

For accounts that are tax-advantaged retirement plans or variable products, Client understands that fees paid related to the account to EPG will be treated as ordinary and necessary expenses of the account and accordingly will not be reported as taxable distributions to Client from the account. Client agrees to indemnify and hold harmless EPG from and against any liability arising out of this treatment, including, without limitation any penalty for failure to report, as a taxable distribution, a payment that does not qualify as an ordinary and necessary expense of any Client Account under current or future taxation findings, rulings or regulations.

12. Client's Rights Against Issuer.

Client retains the right to proceed directly as a security holder against the issuer of any security in any Client Account. Client is not obligated to join any other person or entity as a condition precedent to initiating such proceeding.

13. Death or Disability.

If client is an individual, Client's death, disability or incompetence will not terminate or change the terms of this Agreement. The Client's authorized representative (executor, guardian, attorney in fact, etc.) may terminate this Agreement by giving written notification to EPG. Regulations

governing Client Account custodians may require services be suspended pending appointment of an authorized representative once notice of Client's death, disability or incompetence has been received.

14. Amendment.

This Agreement may not be amended except by a written document executed by both parties hereto.

15. Assignment.

This contract may not be assigned without the written consent of all parties.

16. Severability.

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

17. Governing Law.

The operation, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New Jersey without regard to conflict of laws principles.

18. Arbitration.

The parties agree that all claims and disputes of every type and matter that may arise between Client and EPG will be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Arbitration shall be held in Trenton, New Jersey or in such other New Jersey location as the parties may agree. Client expressly waives any right Client may have to institute or conduct litigation or arbitration in any other forum, or before any other body. Arbitration awards shall be final and binding on the parties. An award rendered by the arbitrators may be entered in any court having jurisdiction over the parties. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. Under the rules of the American Arbitration Association, there may be no right to pre-arbitration discovery, including depositions or written questions and document production. The arbitrator(s) award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification or rulings by the arbitrator is limited. Nothing herein shall limit the client's rights guaranteed under federal or applicable state securities laws.

19. Taxpayer Identification-W9.

Under penalties of perjury, Client certifies that the number shown on this form is Client's correct taxpayer identification number.

20. Electronic Consent

In this Electronic Communication and Disclosure Consent ("Consent"), please remember that "you" and "your" refer to the person who is establishing a Client Account, as well as any future accounts, and "we", "us" and "our" refer to The Estate Planners Group, LLC ("Adviser"). Agreements and other information will be provided to you electronically unless indicated otherwise. Included in those agreements and other information will be disclosures required by the Investment Advisers Act of 1940, as amended (the "Act") and other laws ("disclosures"). The agreements and other disclosures to be provided to you electronically include:

- Investment Advisory Agreement and all amendments, notices and other agreements which supplement the Investment Advisory Agreement
- Adviser's Form ADV Part 2, Notice of Privacy Policy, Terms of Use and other required and permitted legal disclosures;
- Account statements, fee calculation statements and/or performance reports (via the Custodian); and
- All other notices and communications concerning or relating to your Account(s).

By opening an Account, and then accessing your Account, you are accepting this Consent and you are agreeing to receive electronically the agreements and other information listed in the bulleted paragraphs above, including the disclosures. Your consent to receive information electronically will apply only to the agreements and other information listed in the bulleted paragraphs above, including the disclosures.

You are responsible for maintaining a valid email address and software and hardware to receive, read and send email. You must provide us with your current email address and promptly notify us of any changes to your email address in your User Account on the Site or App. To receive electronically the agreements and other information listed in the bulleted paragraphs above, including the disclosures, you will need a compatible operating system and web browser, and you will need access to a printer or the ability to download information in order to keep copies for your records.

By establishing and then accessing an Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records. For client support or technical assistance regarding your Account, including the disclosures, you may send an email to info@epgnow.net. You may obtain a paper copy of the agreements and other information listed in the bulleted paragraphs above, including the disclosures, at any time by notifying us using any of the methods described in the immediately preceding paragraph for client support. We will not charge you a fee for the

paper copy. This consent will apply on an ongoing basis unless you withdraw your consent. You may withdraw your consent to receive electronically the agreements and other information listed in the bulleted paragraphs above, including the disclosures. However, if you do withdraw your consent, Adviser may cancel your Account. To withdraw your consent, please notify us by sending an email to info@epgnow.net.

By opening an Account, and then accessing your Account, you are indicating that you have reviewed our privacy and security policies on the Site. You are also acknowledging that your initial use of an Account will constitute your agreement to be bound by the terms and conditions of the agreements and other information listed in the first and second bulleted paragraphs above, including the disclosures.

By clicking "I Agree" below you acknowledge that you have read, understand, and agree to be bound by the terms above. If you do not agree to be bound by the terms above but would like to establish an Account, DO NOT continue with the online process. Instead, please email us at info@epgnow.net. Because the Client Account relates to the functionality of the Adviser website Adviser reserves the right to refuse to establish a Client Account that is not subject to this Consent. You agree that the agreement and disclosures required to be provided at the time of application and any supplemental agreements or subsequent notices of changes will be provided electronically, and you confirm that you will download or print all electronically-provided documents for your records. You acknowledge that you can access the disclosures, agreements and information that are provided electronically on the Site and via email.