

## WEALTH MANAGEMENT AGREEMENT

This Wealth Management Agreement (the "Agreement"), dated on this \_\_\_\_ day of \_\_\_\_\_, 202\_, is between the undersigned party,

Client Name	Email Address	Mailing Address

(herein referred to as the "Client") and Long Point Wealth Management, LLC, a registered investment advisor, whose mailing address is P.O. Box 718, Wellfleet, MA 02667 (herein referred to as the "Advisor"). The Advisor shall provide the Client with wealth management services via its brokerage account[s] established at the Client's designated custodian as listed in Item 4 of this Agreement (the "Account[s]"). This Agreement becomes effective on the last date listed on the signature page and remains in effect until terminated by either party in accordance with Item 11 of this Agreement. The terms and conditions of this Agreement are as follows:

**1. Advisor Authority and Responsibilities.** The Advisor shall have the power and authority to supervise and direct on a discretionary basis, the investments of and for the Account[s] of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, subject to restrictions placed by the Client in writing to the Advisor. The transactions in the Account[s] shall be made in accordance with the objectives of the Client as communicated to the Advisor.

**Discretionary Authority.** The Client grants the Advisor ongoing and continuous discretionary authority to execute its investment recommendations in accordance with the objectives of the Client as communicated to the Advisor, without the Client's prior approval of each specific transaction. Under this authority, the Client shall allow the Advisor to purchase and sell securities and instruments in this Account[s], deduct fees from Client Account[s], and act on behalf of the Client in all matters necessary or incidental to the handling of the Account[s], including monitoring certain assets. The Advisor is not authorized to receive and vote proxies on issues held in the Account[s] and receive annual reports. The Client will execute instructions regarding the Advisor's trading authority as required by each custodian.

The Advisor will have no responsibility for decisions made by the Client, which are independent from the advice provided by the Advisor. If the Account[s] contain only a portion of the Client's overall assets, the Advisor shall not be responsible for the management and oversight of any assets not designated to the Advisor or the diversification of such assets. The Advisor will request information regarding all of the Client's assets in determining investment suitability and appropriate investment strategies. If the Client does not furnish requested information, it may impair the Advisor's ability to deliver its services.

*Financial Planning Services* - In addition, the Advisor shall provide the Client with ongoing financial planning services related to the Client's financial goals, objectives and other financial matters. Ongoing financial planning services consist of one or more of the following services, as needed by the Client:

• Investment Planning	• Retirement Planning
• Education Savings	• Cash flow Planning
• Charitable Giving	• Insurance Needs
• Estate Planning	

**2. Client Authority and Responsibilities.** The Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as the Advisor shall reasonably require.

The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account[s] and that no restrictions on disposition exist as to any such property. The

Client will provide the Advisor with Limited Power of Attorney over the Client's Account[s] at the Custodian to enable the Advisor to perform the services herein.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

**3. Expenses and Fees.** The Client will pay the Advisor a monthly wealth management fee, calculated in advance of each month based on the fair market value of portfolio assets under management in the Account[s] on the last business day of the previous month. The wealth management fee in the first month of this Agreement shall be prorated from the inception date to the end of the first month.

Wealth management fees range from 0.70% to 1.00% annually based on the following tiered fee schedule:

<b>Assets Under Management (\$)</b>	<b>Annual Rate (5)</b>
Up to \$500,000	1.00%
\$500,000.01 to \$1,000,000	0.95%
\$1,000,000.01 to \$2,000,000	0.90%
\$2,000,000.01 to \$3,000,000	0.85%
\$3,000,000.01 to \$4,000,000	0.80%
\$4,000,000.01 to \$5,000,000	0.75%
Over \$5,000,000	0.70%

Fees are calculated based on the month-end security valuations as provided by the Client's Custodian (as noted in Item 4.). Wealth management fees will be deducted from the Client Account[s] by the Custodian. The Client will provide written authorization to the Advisor for the deduction of advisory fees on any forms from the Custodian. The Advisor or its delegate shall instruct the Custodian as to the amount of the fees to be deducted from the Client's Account[s]. In addition, the Advisor will provide the Client a written invoice itemizing the fee, including the calculation period covered by the fee, the account value and the methodology used to calculate the fee. Clients will receive independent statements from the Custodian no less frequently than quarterly.

Expenses related to the ordinary servicing of the Account, including custody fees, security transaction fees, and/or program fees shall be paid by the Client. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Operating fees of mutual funds and other investment product fees are deducted from the asset value of those investments as defined in the prospectus of the sponsor for each product.

**Multiple Accounts** – Unless otherwise noted on Schedule A of this Agreement, should Client have multiple Account[s] at the Custodian, the Advisor will bill each respective Account[s] for its respective share of fees. Unless otherwise instructed, the Client's fees will take into consideration the aggregate assets under management with Advisor.

**Contributions and Withdrawals** – The Client may make additions to and withdrawals from the Account[s] at any time, subject to the Advisor's right to terminate the Account. Additions may be in cash or securities provided that the Advisor reserves the right to liquidate any transferred securities or decline to accept particular securities into a Client's Account[s]. The Client may withdraw assets on notice to the Advisor, subject to the usual and customary securities settlement procedures. However, the Advisor designs its portfolios as long-term investments and the withdrawal of assets may impair the achievement of a Client's investment objectives. The Advisor may consult with its Clients about the options and ramifications of transferring securities. However, Clients are advised that when transferred securities are liquidated, they are subject to transaction fees, fees assessed at the mutual fund level (i.e. contingent deferred sales charge) and/or tax ramifications.

**4. Custody and Brokerage Transactions.** The Client has appointed Charles Schwab & Co., Inc. as its broker-dealer and custodian (herein collectively the "Custodian") to take and have possession of the assets of the Account[s]. At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities.

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through the Custodian, under the Client's independent, exclusive agreement with the Custodian. The Client shall be responsible for such commissions and other transaction fees and expenses as billed directly by the Custodian. The Client acknowledges that directing the brokerage activities solely to the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The terms of the Account[s], which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and the Custodian. The Advisor shall not be liable to the Client for any act, conduct or omission by the Custodian acting as a "qualified custodian" or executing broker-dealer. The Advisor shall not be responsible for ensuring

the Custodian's compliance with the terms of the Account[s]. The Client acknowledges that the Custodian will provide duplicate confirms and/or electronic access to the Advisor for all trades in the Account[s]. The Advisor is authorized and empowered to issue trading instructions to the Custodian and to request information about the Account[s] from the Custodian.

**5. Aggregation.** Based on the Account ownership structure and independent agreements between the Client and the Custodian, the Advisor may or may not aggregate security trades with other accounts managed by the Advisor. The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account[s] with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterpart for other clients of the Advisor or with affiliates of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account[s] will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

**6. Confirmation of Trades.** The Client and Advisor will direct that confirmations of any transactions effected for the Account[s] will be sent, in conformity with applicable law, to the Client with a copy to the Advisor.

**7. Liability.** The Client recognizes that investment recommendations made by the Advisor are opinions only and that the Advisor cannot guarantee any level of performance. All investments have a potential risk of loss that Clients must understand and be willing to bear before implementing any recommendations from the Advisor. It is further understood that neither the Advisor nor any of its employees are qualified to render legal services or prepare legal documents.

Federal and state securities laws impose liability, under certain circumstances, on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any legal rights granted under common law or federal and state securities laws.

**8. Conflicts of Interest.** The Advisor has disclosed any material conflicts of interest regarding the Advisor or its representatives, which could be reasonably expected to impair the rendering of unbiased and objective advice to the Client. Such disclosure is provided in the Advisor's ADV Part 2A ("Disclosure Brochure") and applicable ADV Part 2B ("Brochure Supplement[s]").

**9. Non-Exclusive Advisory Services.** It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ materially from advice given, or vary in the timing or nature of action taken, with respect to the Account[s], so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account[s] over a period of time on a fair and equitable basis relative to other clients.

Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account[s]. The Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account[s] any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor. Nothing in the foregoing shall constitute a waiver of the fiduciary duty that the Advisor has to the Client, including, but not limited to, the Advisor's fiduciary duties under Federal and/or State securities laws.

**10. Reliance of Information.** The Client understands that the Advisor, in the performance of its rights, obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

**11. Termination and Cancellation.** Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior written consent of the other party as defined under the Investment Advisers Act of 1940, as amended, or similar state statutes and rules. Subject to the terms of this Item, this Agreement shall be binding upon the heirs, successors, legal representatives, or assigns of either party.

Death, Disability and Client Exploitation – This Agreement will not terminate upon the death, disability, or incapacitation of the Client. The Client grants the Advisor permission to report to appropriate securities regulators, adult protective services and legal authorities, should the Advisor have reasonable belief that financial exploitation of the Client has been attempted or has occurred. The Advisor may impose a delay on the disbursement of funds or dissemination of information if the Advisor has reasonable belief that financial exploitation of the Client has been attempted or has occurred.

Termination – This Agreement may be terminated, at any time, by either party, by written notice to the other party. In

addition, the Client may terminate within five (5) business days of signing this Agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Upon termination, the Advisor will promptly refund the percentage of any unearned, prepaid fees to the Client from the effective date of termination to the end of the month.

**12. Governing Law, Disputes and Venue.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**13. Disclosures.** The Advisor represents that it is registered as an investment advisor, or exempt from such registration with the necessary state or federal securities commission[s] in accordance with applicable securities law[s]. By signature below, the Client hereby acknowledges receipt of the Advisor's Form ADV Part 2A - Disclosure Brochure and Form ADV Part 2B - Brochure Supplement[s], which contain information regarding the Advisor's services, fees, business practices and the background of its Advisory Person[s].

\_\_\_\_\_ **I have received the Advisor's Disclosure Brochure and Brochure Supplements.**

**14. Privacy.** By signature below, the Client hereby acknowledges that it has received a copy of the Advisor's Privacy Policy. Except as otherwise agreed to in writing or as required by law, the Advisor will keep confidential all information concerning the Client's identity, financial affairs, and investments; provided, however, that the Client authorizes the Advisor to contact the Client's accountants, attorneys and other consultants as deemed necessary by the Advisor.

\_\_\_\_\_ **I have received the Advisor's Privacy Policy.**

**15. Notices.** Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address or through email (at the email addresses provided in this Agreement or at a substitute email address provided by the respective party). By signing this Agreement, the Client hereby consents to communications from the Advisor via email and such emails shall be deemed effective notice upon receipt by the Client. The Client may revoke this consent to email delivery at any time by providing advance written notice to the Advisor.

\_\_\_\_\_ **I hereby consent to communication from the Advisor via email without also receiving written copies.**

**16. Entire Agreement and Amendment.** This Agreement contains the entire agreement and understanding between the Client and the Advisor with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

In the event that any sentence or paragraph is declared by a court of competent jurisdiction to be void, that sentence or paragraph shall be deemed separate from the remainder of this Agreement and the balance of the Agreement shall remain in effect.

**By executing this Agreement, the parties acknowledge and accept their respective rights, duties, and responsibilities. The Client also acknowledges receipt of the Advisor's Disclosure Brochure, Brochure Supplements, and the Advisor's Privacy Policy.**

	<b>Advisor</b>	<b>Client</b>	<b>Client</b>
<b>Signature</b>			
<b>Legal Name (Title)</b>			
<b>Date</b>			