SOGOTRADE ASSET MANAGEMENT (MARKETRIDERS, INC.)
WRAP FEE INVESTMENT ADVISORY AGREEMENT

This Wrap Fee Investment Advisory Agreement (the "Agreement") sets forth the respective rights and obligations between you, the Client ("Client"), and MarketRiders, Inc., an SEC registered investment advisor, also doing business as "SogoTrade Asset Management," (hereinafter referred to as "SAM") in connection with the Client's investment advisory account with SAM (the "Account"). The Client hereby agrees as follows with respect to the Account:

1. Services. SAM offers Client goal-based investment strategies that consist of diversified portfolios of ETFs in Client's Account, which are invested and managed on a discretionary basis consistent with Client's chosen investment strategy. Client identifies financial goals and risk information during the account opening process on www.power.sogotrade.com through online questionnaires, consultations with their investment advisor, and through other information provided by Client (the **"Investment Profile"**). Based on this information, SAM provides investment advice specific to each Client using SAM's investment methodology and goal-based asset allocation strategies. Client can select the recommended investment strategy for their Account or select another investment strategy if Client so chooses and at Client's own risk. SAM monitors and rebalances the portfolio as needed. SAM also offers a subscription based service through a separate contract, which provides its subscribers with access to MarketRiders' portfolio building tools.

Client can change the investment strategy in the future if there has been a change to Client's financial situation, investment goals, or ability to tolerate risk, or for any other reason. To do so, Client will need to contact their investment advisor and complete a new Investment Profile. The investment strategy may be modified as SAM adjusts its investment methodology and Client updates Client's information and preferences.

Notwithstanding anything in this Agreement to the contrary, SAM shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client or as provided in Paragraph 6 (entitled "**Payment of Fees**").

2. Brokerage Services. SogoTrade, Inc. ("Broker") will act as the broker-dealer for Client's Account and provides trade execution and related services for the Account. Transactions shall be cleared by an institution that Broker determines at its discretion. SAM and Broker are affiliates. Broker may, but is not required to, aggregate orders for the sale or purchase of securities for the Account with orders for the same security for other Broker customers, including its employees and their related persons, and for SAM's own account with Broker, if any. In such cases, each Account will be charged or credited with the average price per unit. Broker routes trades through Apex Clearing Corporation and other third parties for execution and in exchange may receive monetary rebates that offset commission costs. Client understands that by executing transactions through the Broker, Client may not necessarily always obtain execution as favorable as possible but SAM regularly reviews trade routing decisions to ensure your orders meet best execution standards.

3. Discretionary Authority. Client appoints SAM to manage the Account on a discretionary basis and to act as Client's attorney-in-fact with limited power and authority for Client and on Client's behalf to buy, sell, and otherwise effect investment transactions in the name of the Account in accordance with Client's Investment Profile. SAM shall manage the Account by issuing trading instructions to Broker to cause the Account to purchase and sell ETFs, which may be rebalanced in SAM's discretion to generally maintain the preferences specified by Client in the Investment Profile or in the event of any changes to the Investment Profile, which shall include but not limited to any changes in the ETFs selected by SAM. SAM is responsible only for the assets over which Client has provided SAM discretionary authority and not for the diversification or prudent investment of any other assets of Client. This power of attorney shall terminate only on termination of this Agreement or on receipt by SAM of written notice of the death, incapacity or dissolution of Client. Broker is not granted discretionary or limited trading authority under this Agreement.

4. Electronic Communications and Services. The Services are offered online through the SAM website with the assistance of individual investment advisors and customer service personnel. Client is expected to communicate with SAM primarily via electronic channels (i.e., email, chat, or website), and via telephone. Any telephone conversations Client has with SAM or Broker may be tape-recorded in order to verify data regarding Client or the transactions, and for purposes of quality control. As part of the online Application process, Client agrees that records and disclosures for the SAM Services will generally be delivered, and agreements will be signed, electronically, and Client understands that this will be the usual way of delivering documents both now and in the future. As disclosed, this includes the ADV disclosure brochures, supplements, and other documents relating to Client's Account. It is Client's obligation to maintain an accurate and up-to-date email address with SAM and Broker and to ensure that Client has the ability to read, download, print, and retain documents received from SAM. Client agrees that all communications to Client concerning Client's Account when provided to Client as described above will be deemed to have been good and effective delivery to Client when sent or posted by SAM or Broker.

5. Change of Investment Objectives. If a material change occurs to Client's goals, financial circumstances, or investment objectives, or if Client desires to modify the management of the Account, it is Client's responsibility to promptly update Client's information contained in the Investment Profile. If a material change occurs Client must contact their SAM investment advisor who will assist Client in updating his or her investment profile. SAM will periodically send Client a reminder to update Client's information with SAM if there has been a material change to Client's financial circumstances or investment objectives. Notwithstanding other provisions of this Agreement, Client may contact their investment advisor and request that SAM allocate assets in their Account in a manner determined by Client and other than as determined by SAM. Client may request that SAM sell specific securities held in their Account and SAM will accommodate all such reasonable requests. If SAM is of the opinion that a portfolio management restriction sought by Client is not reasonable, SAM will endeavor to discuss this with the Client to review and resolve any issues.

6. Payment of Fees. Client will be charged based on a percentage of the market value of the assets under management. All fees charged are in accordance with the Fee Schedule attached to this Agreement and incorporated herein as Schedule A, and in accordance with the procedures described in SAM's Form ADV Client and Wrap Fee Brochures. All assets held in Client's account will be subject to this fee, including assets, such as cash, that are temporarily awaiting investment. Client will not be charged any commissions for trades made through the Broker. Client authorizes SAM to deduct charges directly from the Account. The fee will be calculated on an annualized basis but will be billed and payable Monthly within 10 days after the end of each calendar month based on the value of Client's account Average Monthly Account Balance as more fully described in Schedule A. To the extent that Client engages SAM any time after the first day of a month, Client's fee will be prorated from the date of engagement through the end of the month. Fees will also become due: (a) on any day Client requests withdrawal of amounts equal to or greater than 98% of the market value of the Account at that time minus the amount of fees due; and (b) on the day this Agreement is terminated. Client understands and agrees that SAM may increase the Fee or amend the Fee Schedule to reflect the increased fee at any time by giving 30 days prior written notice. Following the notice period, the new Fee will become effective unless Client has terminated this Agreement. SAM reserves the right to reduce the advisory fees and the Fee Schedule at its discretion, including for promotional events that may result in complimentary or reduced advisory fees for new clients and/or current clients for referrals.

Client understands that SAM affiliates may earn revenue from the underlying assets in the Account. This revenue comes from: (i) revenue earned on cash in the Account, and (ii) remuneration Broker may receive from the market centers where it routes ETF trade orders for execution. These sources of revenue create certain conflicts of interest.

Client authorizes the Broker and/or Custodian carrying Client's account to charge his or her account the amount of SAM's fee and to remit such fee to SAM in accordance with Client's instructions. Client acknowledges that it is Client's responsibility to verify the accuracy of the Broker's calculation of SAM's fee. If there is not enough liquid cash or equivalents in the account to pay the fee when due, Client will instruct the Broker to liquidate the necessary positions in the account to cover the amount of the fees due to SAM under the Agreement.

Although Client will not be charged any commissions for trades effected through the Broker, all other charges including certain custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, odd-lot differentials fees, transfer taxes, wire transfer and electronic fund fees, fees for delivery of documents in paper form, physical delivery of securities or transfers in-kind of securities, and Account ACAT and other similar charges incurred in connection with transactions for Client's account will be paid out of the assets in the Account and are in addition to the fees paid by Client to SAM.

7. Client Representations. Client understands that because SAM and Broker are affiliates, and because the affiliates earn revenue directly or indirectly from the Client Account, this results in a number of conflicts of interest as more fully described below. Client understands that Client must generally use an online process to open an Account, which can be accomplished with the assistance of an investment advisor. The online process and information gathered by the individual investment advisor seeks to determine or confirm Client's risk tolerances and investment objectives and to select an investment strategy. The online process alone may not elicit the same information from Client as a telephone or face-to-face interview would. Client understands that Client must complete the Investment Profile and that Client is responsible for the answers, which determine which investment strategies will be presented to Client based on the Investment Profile. Accordingly, Client should carefully consider whether any investment strategy Client chooses is appropriate for Client's investment needs and goals prior to investing through SAM. Client understands that Client can change the investment strategy at any time by contacting their investment advisor and completing a new Investment Profile. SAM and Broker make no representation or warranty about how Client's Account will perform.

Client understands and agrees that (i) SAM does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (ii) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value; and (iii) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments.

Client understands and agrees that SAM is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by SAM on behalf of Client due to any or all of the following, which are likely to happen from time to time: (i) any kind of interruption of the services provided by Broker or SAM's ability to communicate with Broker; (ii) hardware or software malfunction, failure or unavailability; (iii) Broker system outages; (iv) internet service failure or unavailability; (v) the actions of any governmental, judicial or regulatory body; and/or (vi) force majeure.

SAM relies on information provided by Client and cannot be held responsible for any recommendations based on inaccurate or incomplete information. Inaccurate or incomplete information includes, but is not limited to, information that was once accurate or complete but becomes inaccurate or incomplete due to changes in Client's circumstances. Client acknowledges that if Client provides false, inaccurate, or incomplete information to SAM, or fails to update previously provided information that is no longer accurate or complete based on changes in Client's circumstances, the investment advice SAM provides may not match Client's investment needs.

8. Valuations. The Custodian used by Broker will perform all valuations for the account. SAM may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by SAM regarding the value of the assets in Client's account. Client will receive monthly statements from the Custodian valuing the investment positions in the account.

9. Non-Exclusivity. Client acknowledges that SAM shall be free to render investment advice to others and SAM does not make its investment management services available exclusively to Client. Client also understands that SAM provides investment advisory services to multiple clients with different economic needs and agrees that SAM may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's account. Nothing in this Agreement shall impose on SAM any obligation to Client to purchase, sell or recommend for purchase or sale any security that SAM, its principals, affiliates, officers, members or employees may purchase or sell for their own accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of SAM it is not for any reason practical or desirable to acquire a position in such security for Client's account.

10. Aggregation of Trades. Transactions for Client's account will generally be effected independently of transactions in other client accounts, unless SAM decides to purchase or sell the same securities for several clients at approximately the same time. SAM may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain best execution, negotiate more favorable rates or fairly allocate differences in prices, commissions and other transaction costs among clients. If SAM aggregates transactions, it will (or have the Broker) average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. Client's account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average priced obtained. SAM will not receive any additional compensation or remuneration from aggregating multiple client orders.

11. Trade Errors. SAM will place all trades in the account electronically or by phone. SAM assumes responsibility for any account losses for trading errors directly resulting from SAM's failure to follow its trading procedures or from a lapse in SAM's internal communications and will compensate Client for any corresponding losses. Client acknowledges, however, that SAM will not be responsible for account errors or losses that occur when SAM has used its best efforts to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic error occurs through no fault of SAM, resulting in an account not being traded at the time or price initially intended or at the same time or at the same price as other clients, the resulting loss will not be considered a trading error for which SAM is responsible. SAM will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when SAM properly submitted the order.

12. Proxies. SAM is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's account except as may be directed by Client or otherwise required by law. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account, and SAM cannot give any advice or take any action with respect to the voting of these proxies. Also, SAM shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account.

13. Reports. SAM, through the Broker, will provide Client with written monthly reports which shall provide Client with a comprehensive overview of the account's investment positions and market valuation. SAM is not required to verify any information received from Client and is expressly authorized to rely on it in performing SAM's services and in providing reports. SAM cannot and does not guarantee the accuracy or completeness of any report or any other information provided to Client or SAM by the Broker or another service provider to Client. Client agrees to carefully review upon receipt all confirmations, statements and reports sent by Broker to Client and compare those to the reports received from SAM. Client must notify SAM and/or the Broker of any discrepancy or unauthorized activity.

14. Legal, Tax and Accounting Advice. Client expressly understands and agrees that SAM is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Client agrees to review the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Client acknowledges that any sales, exchanges or dispositions of securities may have federal and/or state income tax consequences for Client and may result in Client having to pay additional income taxes. To the extent SAM provides any tax loss harvesting services, Client acknowledges that this does not constitute the rendering of tax advice.

15. Liability. Except as otherwise provided by law, SAM or its officers, directors, employees or affiliates will not be liable to Client for any loss:

a. Client may suffer as a result of SAM's investment decision or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;

b. Caused by following Client's written or oral instructions;

c. Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform SAM of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;

d. Caused by any action or omission by the Broker or any custodian to which SAM directs transactions for Client's account or by any other third-party professionals or service providers;

e. Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond SAM's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation; or

f. Consisting of any indirect, special, incidental or consequential damages.

In certain instances, federal or state securities laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act ("ERISA"), impose liabilities on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

16. Non-Waiver of Compliance. Nothing in this Agreement, including any condition, stipulation or provision, may be interpreted to waive or limit any obligation of SAM to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

17. Termination and Cancellation. This Agreement will continue in effect until terminated by either party. Either party may terminate the Agreement at any time by giving thirty (30) days' signed written notice to the other party. In the event that either party terminates this Agreement, any fees will be prorated to the date of termination and Client will be refunded any unearned portion of those fees. Termination of this Agreement will not affect:

a. The validity of any action previously taken by SAM;
b. Any liabilities or obligations of the parties for transactions initiated before termination; or
c. Client's obligation to pay and SAM's right to retain fees for services rendered under the Agreement.

If a party terminates this Agreement, SAM is not obligated to recommend or take any action with regard to the securities, cash or other investments in Client's account or liquidate any assets in Client's account after the termination date. It shall be Client's exclusive responsibility to provide written instructions to SAM regarding any assets in the account following termination.

18. Binding Effect, Successors and Assigns, Assignment and Ownership Changes. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees. Neither Client nor SAM may assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of the other party. Should there be a change of control of SAM, the successor SAM will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by SAM. If Client continues to accept the services provided by the successor without written objection during the 60 days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the advisor to Client under the terms and conditions of this Agreement. Client acknowledges that transactions that do not result in a change of actual control or management of SAM shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri without giving effect to its conflict of laws principles. The Agreement shall also be construed in a manner consistent with the Advisers Act and the SEC rules and regulations under that Act and nothing in this Agreement shall be construed in any manner inconsistent with the Advisers Act or any SEC rule, regulation or order promulgated thereunder and applicable to SAM.

20. Client Acknowledgement of Receipt of Form ADV Client Brochure, Wrap Fee Brochure and Privacy Policy. Client acknowledges having received, on or before the date of this Agreement, a copy of SAM's Form ADV Part 2A and Form ADV Part 2B Client Brochure, Wrap Fee Brochure and Supplement(s) or an equivalent document. Client further acknowledges that he or she has had a reasonable opportunity (at least 48 hours) to review the Form ADV Brochures and to discuss its contents with SAM or professionals of Client's choosing before executing this Agreement. This Agreement will not take effect until at least 48 hours after Client has received SAM's Form ADV Part 2 and SAM has accepted this Agreement. If Client has not received a copy of SAM's Form ADV Brochures at least 48 hours prior to signing this Agreement, Client may cancel this Agreement in writing without penalty within five (5) business days from the date of execution. In such case, Client shall not be responsible for the payment of any fees under this Agreement, but shall be responsible for all expenses and losses associated with the transactions executed in the account prior to receipt of such notice by SAM. Client understands that SAM will provide Client with an annual notice indicating the manner in which Client can obtain an updated Form ADV Part 2, and will provide Client with a copy of the same upon request. Client also acknowledges receiving, on or before the date of this Agreement, copies of SAM's Privacy Policy and agrees to allow SAM to make such limited disclosures of Client information as are permitted under its Privacy Policy.

21. Confidentiality. During the term and following the termination of this Agreement, the parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments held in Client's account. This confidential information shall not be disclosed to any third parties except as agreed upon in writing, as required by federal or state law, regulatory authorities, or as may be necessary to effect transactions in the account. Client has received and reviewed a copy of SAM's Privacy Policy detailing how SAM protects Client's non-public personal information. Except as otherwise agreed in writing or as required by law, SAM will keep confidential all information concerning Client's identity, financial affairs, and investments. Typically, SAM will only disclose information Client provides to SAM in connection with this Agreement as required by law, or as needed, to implement Client's investment needs or to perform the services contemplated by the Agreement. Client may disclose confidential information to its attorneys, accounts or other professionals who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client. SAM may retain copies of documents and other information in its files for compliance purposes.

22. Relationship with Multiple Owners of Client's Account. Client acknowledges that if multiple persons have an ownership in the account then each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account. SAM will base its investment advisor services under this Agreement on Clients' joint goals as collectively provided to it. SAM may rely on instructions and information it receives from either Client in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement, unless and until such reliance is revoked pursuant to instructions attached to this Agreement signed by all clients. If SAM receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), SAM may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. SAM is not responsible for any claims or damages resulting from such reliance or accountable for any change in the relationship between joint clients. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

23. ARBITRATION AGREEMENT. To the extent not inconsistent with applicable law, Client and SAM agree to settle by mandatory and binding arbitration any controversy between themselves and/or any officers, directors, employees, or agents of SAM relating to this Agreement, this account or any account transactions, or in any way arising from Client's relationship with SAM. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction.

By signing this Agreement, Client and SAM understand and agree that:

a. The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act;

b. Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited;

c. The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is generally more limited in arbitration than in court proceedings;

d. The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited;

e. The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry;

f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration;

g. The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement;

h. The arbitration will be pursuant to the Federal Arbitration Act;

i. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and

j. This pre-dispute arbitration agreement shall survive the termination of the Agreement or SAM's advisory services under this Agreement.

Client acknowledges and agrees that he or she has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement. Any arbitration is voluntary in nature and the parties understand that by agreeing to arbitrate their disputes that are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

24. Death and Disability. Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement but Client's executor, personal representative, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to SAM. Client recognizes that the Custodian may not permit any further account transactions until such time that any documentation required to establish authority over Client's account is provided by Client's representative.

25. Miscellaneous. Client agrees to the provision of this Agreement in English and represents that Client understands its terms and conditions. This Agreement contains the entire agreement between the parties, who have made no other representations or warranties. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of either party to enforce any term or condition of this Agreement is not a waiver of the term or condition.

By executing this Investment Advisory Wrap Fee Agreement, the parties acknowledge, understand and accept their respective rights, duties, and responsibilities. By signing this Investment Advisory Agreement, Client acknowledges that he or she has received Advisor's Form ADV Brochure, a copy of the Wrap Fee Brochure, a copy of this Advisory Agreement, and a copy of Advisor's Privacy Policy, and that he or she understands, accepts and agrees to all the terms of this Agreement.

BY SIGNING THIS INVESTMENT ADVISORY WRAP FEE AGREEMENT, BOTH PARTIES AGREE TO THE ARBITRATION PROVISION SET FORTH IN SECTION 23 ABOVE. EACH PARTY REPRESENTS THAT IT HAS READ AND UNDERSTANDS THE FOREGOING ARBITRATION PROVISION.

SCHEDULE A - SCHEDULE OF FEES

SAM charges an annual fee of 0.75% (75 basis points) for its Standard Advisory Services. SAM charges a minimum monthly fee of $5.

The Standard Advisory Services include portfolio creation, portfolio monitoring and rebalancing, client communications, access to a dedicated investment advisor representative, trading commissions, and related portfolio management activities.

SAM also offers Premium Advisory Services that in addition to the Standard Advisory Services include enhanced services such as tax loss harvesting, financial planning, periodic financial reports, creation of unique portfolios for particular client needs, and other more advanced advisory services. SAM charges a total fee of up to 1.25% for Premium Advisory Services depending on various factors including the amount of additional time required and complexities presented. For Client's selecting the Premium Advisory Services, an Addendum to this Schedule A is attached hereto and incorporated herein, which sets forth such additional fees and services.

SAM calculates its advisory fee in Client's Account on a monthly basis. Monthly fees are calculated by dividing the Average Monthly Account Balance by twelve (12), then multiplying by the annual advisory fee rate. The Average Monthly Account Balance is calculated by adding together the daily Account balances as of the close of trading on the New York Stock Exchange ("NYSE") (herein, "close of markets") for each such day, or as of the close of markets on the immediately preceding trading day for any day when the NYSE is closed, and then dividing that sum by the number of days in the month. Except as provided below, the fees due for each calendar month shall be due and payable in arrears no later than the tenth business day of the immediately following calendar month.

The initial monthly fee will be prorated from the day this Agreement is executed and the last monthly fee will be pro-rated from the day this Agreement is terminated. Payments will also be due immediately upon notice provided by either party of intent to terminate the Agreement and payments will be due prior to a withdrawal that is equal to or greater than 98% of: the market value of the Account at that time minus the amount of fees due. The value of the Account for purposes of this Agreement will be determined by SAM in accordance with its normal practices and procedures and such determination will be binding on the parties to this Agreement absent bad faith or manifest error.

Client will not be charged any commissions for trades effected through the Broker, but all other charges including custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, odd-lot differentials fees, transfer taxes, wire transfer and electronic fund fees, fees for delivery of documents in paper form, physical delivery of securities or transfers in-kind of securities, and Account ACAT and other similar charges incurred in connection with transactions for Client's account will be paid out of the assets in the Account and are in addition to the Wrap Fees paid by Client to SAM.

SAM shall not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds of Client.

By signing the Agreement, Client and SAM agree to the above-described fees, calculations and procedures for paying SAM for its Standard Advisory Service Fee.