



New Client Investment Advisory Agreement



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Investment Advisory Agreement

AGREEMENT, made this (date) _____ between the undersigned party _____, whose mailing address is _____, (hereinafter referred to as the “Client”) with respect to the brokerage and/or custodial account(s) managed and/or advised on under this Agreement (your “Account”); and Optivise Advisory Services, LLC, (“OAS”) a Securities and Exchange Commission (SEC) Registered Investment Advisor, whose formed as a Limited Liability Corporation under the laws of the State of Delaware having its principal place of business at 109 Holiday Ct, Suite A6, Franklin, TN 37067 and its mailing address at 100 Plaza Carmona Place, Hot Springs Village, AR, 71909 (hereinafter referred to as the “Advisor” or “OAS”)

Scope of Engagement

When the Investment Adviser Representative (IAR) of OAS begins his/her relationship with the client, the IAR will discuss the Client’s individual financial situation, which may include items like current investment allocations, time horizon, liquidity needs, and short-, mid-, and long-term objectives.

Based on the information provided by Client, the IAR will create a recommendation for model allocation for the Client. The model allocation may consist of models managed by OAS or one or more sub-advisors (aka managers) believed to be in the best interest of the Client to achieve their investment objectives.

OAS offers a broad platform to the Client through our IARs, a broad platform of investment solutions, which includes both a tactical and strategic investment management approach through multiple managers, as well as, the ability to select individual stocks, bonds, cash, mutual funds, ETFs, etc. to build customized investment portfolios.

- (a) The Client hereby appoints the Advisor to perform the services hereinafter described, and the Advisor accepts such appointment. The Advisor shall be responsible for discretionary investment and reinvestment of the Client’s Assets specified and requested by the Client to be managed by the Advisor.

In the course of servicing a client account, Advisor may share some information with its domestic and international service providers, including transfer agents, custodians, portfolio aggregation, broker-dealers, accountants, and lawyers.

The Client authorizes OAS to delegate the performance of any of its duties hereunder to unaffiliated or affiliated third parties. Review OAS’s Form ADV Part 2A, including Appendix 1, the Wrap Fee Program Brochure (the “Brochure”) for a more detailed overview of these operational relationships. OAS may use the services of one or more parties (a “Coordinator”) to coordinate the services of OAS and various sub-advisors. OAS is authorized to allocate Client’s Assets among different portfolios / programs managed by various sub-advisors.

Client hereby grants to the Advisor limited discretionary authority to manage the Client’s Account through the purchase, sale, exchange, redemption, conversion, or other disposition of investments, income, or proceeds deposited and held in the Account. Advisor may take all of these actions on the Client’s behalf without the Client’s prior knowledge, consent, or approval, subject to any limitations provided by the Client in writing. All transactions in the Account to this discretionary authority shall be solely for the benefit and risk of the Client.

In order to evidence the Advisor’s limited discretionary authority, Advisor may provide third parties with a copy of this Agreement. If required by a qualified Custodian or other third-party service provider for the Account, as identified below, Client agrees to provide Advisor with a limited power of attorney to evidence Advisor’s discretionary authority over the Account. Such third-party agreements and limited powers of attorney will remain subject to the limitations under this Agreement. All assets under Advisor’s management shall be held or distributed in Client’s name or as Client otherwise directs Advisor in writing. Except for authorized management fee withdrawals, Advisor shall not have custody or possession of Client’s funds, cash, checks, securities, or other property. Investment management is the only service to be provided under this Agreement.

The following process is specifically applicable to Advisor's management of Client's Assets:

Initial Interview – an initial interview or a series of discovery interviews are conducted with each Client (either in person, by telephone/video conference, and/or through technology platforms) using a questionnaire or survey to determine the Client's financial circumstances, goals, acceptable levels of risk, and other relevant circumstances;

Individual Treatment – the Client's Account is managed on the basis of the Client's financial circumstances and investment objectives:

1. **Monitoring** – the Client's circumstances shall be monitored through periodic account reviews;
 2. **Notice of Transactions** – the Client shall receive, at least quarterly, from their Custodian a statement of all transactions in the Client's Account and be provided with a quarterly statement containing a description of all activity in the Client's Account, which can be found by logging into the Custodial platform or technology services offered by OAS;
 3. **Ability to Impose Restrictions** – Client shall have the ability to request specific sub-advisors offered by OAS, restrictive investment portfolios, and/or strategies based upon personally selected investments;
 4. **Ownership** – each Client retains ownership of their Account (e.g. right to withdraw securities or cash, exercise of delegate proxy voting, and receive transactions confirmations);
 5. **No Pooling** – the Client's beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the Client's Account;
 6. **Separate Account** – A separate account is maintained for the Client with the Custodian. OAS does not custody Client's accounts, nor do we have access to distribute any of the Client's Account(s) without prior written consent from the Client; and;
 7. **Advisor's Fee** – The Advisor believes that its annual fee is reasonable in relation to (1) the advisory services provided under this Agreement; and (2) the fees charged by other investment advisors offering similar services/programs. Client may be able to obtain similar services/programs through other advisors for a lower annual fee.
- (b) The authority granted by the Client to the Advisor hereby shall continue in-force until revoked by the Client in writing. Such revocation shall be effective upon receipt by the Advisor. The death or incapacity of the Client shall not terminate the authority of the Advisor granted herein until the Advisor shall receive actual notice of such death or incapacity; and
- (c) The Client agrees to provide information and/or documentation requested by Advisor or an affiliated representative in furtherance of this Agreement, as pertains to Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss with Advisor his/her investment objectives, needs and goals, and to keep Advisor informed of any changes that may occur in the future. The Client acknowledges neither the Advisor nor its IARs can adequately perform his/her services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from the Client, Client's attorney, accountant, or other professional(s). OAS and its IARs are expressly authorized to rely upon the information that has been provided by parties aforementioned.
- (d) OAS may utilize sub-advisors or investment research providers to assist us in the management of your account, and you hereby authorize the use of such service providers.

Directions to the Advisor

Except for decisions regarding the purchase and/or sale of specific investments or models, all directions by the Client to the Advisor (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and shall be effective upon receipt by the Advisor. The Advisor shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

Client Conflicts

If this Agreement is between the Advisor and related Clients (i.e. husband and wife, etc.), the Advisor's services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to the Advisor. The Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

Advisor Liability

Except as otherwise provided by federal or state securities laws, the Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets. The Advisor shall not be liable for any act or failure to act by the Custodian and/or any Broker/ Dealer to which we direct transactions for the Account or by any other non-party.

Non-Exclusive Management

The Advisor, its officers, employees, and/or representatives, may have or take the same or similar positions in specific investments for their own Accounts, or for the Accounts of other Clients, as the Advisor does for the Assets. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client. Nothing in this agreement shall put Advisor under any obligation to purchase or sell, or to recommend for purchase or sale for the account, any securities which we, our employees, our affiliate representatives, or agents, may purchase or sell for our own account or for the account of any other client, unless in our determination, such investment would be in the best interest of the account.

Proxy Voting

OAS does not vote Client proxies. However, selected sub-advisors may vote proxies for clients. Therefore, except in the event where a sub-advisor votes proxies, Clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Client's investment assets. Therefore (except for proxies that may be voted by a sub-advisor), OAS and/or the Client shall instruct the Client's qualified Custodian to forward to the Client copies of all proxies and shareholder communications relating to the Client's investment assets.

Advisor Compensation

The annualized investment management fees are a percentage of assets under management and are charged according to the ADV 2A Brochure guidelines as well as the fee schedules executed by the client (OAS Fee Agreement executed by the client).

- (a) **Fee Schedule and Calculation.** The Client will pay, or authorize payment, to the Advisor the fees set forth on the OAS Fee Agreement. Advisor's policy regarding modification of the AUM fees is outlined on the OAS Fee Agreement. The asset management fees described in this paragraph and outlined on the OAS Fee Agreement shall constitute the entire compensation to which the Advisor will be entitled for the services provided under this Agreement. The Advisor will not be compensated on the basis of a share of the Client's capital gains or a share of the capital appreciation of the investments held in the Client's Account.

- (b) Fee Payment Frequency and Basis. The fees will be calculated, accrued, and due monthly in arrears. The fees are based on the previous month's average daily balance of the Client's Account as reported by its custodian. Cash balances and investments in money market funds, demand deposit accounts, and certificates of deposit held at banks or brokerage firms and covered by the Client's Account are included in the management fee calculations.
- (c) Fee Payment Method. The Client hereby authorizes the fees to be directly deducted and paid by the Custodian from the Client's Account. If necessary, the Client authorizes the Advisor to liquidate investments in the Client's Account in order to pay the fees. The Client may terminate this fee deduction authorization at any time by giving the Advisor or the Custodian with a 30-day written notice. The amount of fees deducted will be shown on the Custodian's periodic account statements. Typically, the Custodian will not verify the fee calculation. The Client should verify the fee calculation.
- (d) Expenses. Please be advised that each custodian, third-party administrator, or similar party that OAS has contracted with to perform certain administrative functions for your account may assess your fees for specific services e.g. annual account fee, wire fee, return check fee, etc.) These fees are established by each individual entity and OAS does not receive any portion of these fees in which you are assessed for any specific service. Because these fees are subject to change without our consent, a listing of these fees is not published in the brochure. If you would like to obtain a listing of these fees, please contact your Associated Person, OAS, or the account's custodian.

External Fee Charges. All fees paid for investment advisory services are in addition to and separate and distinct from the fees and expenses charged by exchange-traded funds, mutual funds, broker/dealers, and/or custodians retained by or on behalf of the Client. Such fees and expenses are described in each exchange-traded fund and mutual fund's prospectus, each third-party money manager's Form ADV Brochure, Brochure Supplement, or similar disclosure document, and by any broker/dealer or custodian retained by/for the client. If a mutual fund also imposes sales charges, a client may incur an initial or deferred sales charge as described in the mutual fund's prospectus. Certain custodians may assess a charge for the purchase or sell of certain mutual funds. Any fee charged by a custodian for these mutual fund transactions are passed through and charged to the Client.

Annual Technology Fee

All OAS accounts may be assessed up to \$100, annually, for access to account aggregation and other technologies. These costs are a direct pass through of expenses incurred by OAS to offer these technologies for Client's benefit and convenience.

Execution of Transactions

Client's Custodian will arrange for the execution of securities brokerage transactions for the Assets through Broker/ Dealers that Custodian reasonably believes will provide "best execution". It is important to note that the Advisor does not have discretion to choose the Broker- Dealer with whom the Custodian selects for executing Client's securities transactions. By signing the Agreement, the Client consents to the Custodian's choice for executing securities transactions. In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Broker/ Dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Custodian will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions. It is important to note that the Advisor does not have discretion to negotiate commission rates. Neither the Advisor, nor any of our associated persons, will receive any portion of the brokerage commissions and/ or transaction fees charged to the Client by a non-affiliated broker-dealer.

Transactions for each Client Account generally will be affected independently, unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among clients' differences in prices and commission or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and will be allocated among clients in proportion to the purchase and sale orders placed for each client account on any given day.

Custodian and Periodic Reporting

An independent Custodian shall hold (Custody) the Client's Assets, not the Advisor. The Client is required to complete the Custodian's authorization paperwork to establish an Account. The Client will receive direct communication from the Custodian in regard to their Account at least on a quarterly basis.

The Custodian shall provide the Client with periodic investment reports showing the Assets and market values for each security held in the investment strategy.

Acknowledgement of Investment Risks and Rewards

The Advisor neither promises nor guarantees the future performance of the Client's Account, the attainment of potential financial gains, nor the avoidance of financial losses. Depending on the Client's investments, the Client's Account could suffer significant losses, including loss of principal, or experience significant gains. Past results are not a guarantee of future results.

In addition, the Advisor does not guarantee success of any investment decision or strategy recommended. The Client understands that investment decisions made for Client's Assets by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Termination

This Agreement will continue in effect until terminated by either party by written notice to the other. Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the Account. Advisor will provide Client with a pro-rata refund of their prepaid advisory fees to the extent that one is due.

Either party may terminate the agreement at any time by providing written notice to the other party. Full refunds will only be made in cases where cancellation occurs within five (5) business days of signing this Agreement. After five (5) business days, the Client will receive a pro-rata refund, which takes into account services completed by the Advisor and/or its employees, including its IARs, on behalf of the Client. 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.

Assignment

This Agreement may not be assigned (within the meaning of the Advisors Act) by either the Client or the Advisor without the prior written consent of the other party. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisors Act.

Death or Disability

If the Client is a natural person, their death, disability, or incompetency will not terminate or change the terms of this Agreement. However, the Client's legally appointed executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement by giving written notice to the Advisor.

Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

Binding Arbitration

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by Advisor to Client (collectively referred to as “the parties”) be resolved through arbitration in Williamson County, TN. The parties acknowledge, understand and agree that:

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party’s right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this agreement, or the construction, performance, or breach of this or any other agreement between Advisor whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction.

Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of Tennessee. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The parties hereby submit to the in personam jurisdiction of the courts of the State of Tennessee and the courts located therein (and expressly waive any defense to personal jurisdiction of Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in the State of Tennessee and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that Tennessee is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that the Client waives any of their rights under state or federal securities laws.

Disclosure Statement

Client acknowledges receipt of Advisor ADV Brochures 2A, 2B, and 3. If the appropriate brochures were not delivered to Client at least 48 hours prior to executing this agreement with Advisor, then Client has the right to terminate this agreement, without penalty, within five business days. For the purposes of this provision, this agreement is considered executed when all parties to this agreement have signified their acceptance by signing below, not withstanding any provisions of this agreement.

Consent for Electronic Delivery of Notices

By providing my email address below, I consent to electronic delivery (rather than paper form) for all OAS statements, reports, advisory fee statements, marketing literature, and other correspondence (collectively referred to as “Notices”), which are delivered pursuant to this Investment Advisory Agreement. A separate consent is required to grant permission to the Custodian for electronic delivery of their Notices.

In accordance, Client instructs OAS to deliver all Notices to email address indicated below, and Client acknowledges their responsibility to ensure their e-mail address remains current in Advisor’s records. Client understands this consent is effective until revoked by providing Advisor with a 30-day written notice.

By selecting this feature, you acknowledge that (i) electronic delivery is not a condition to retain our services; and (ii) electronic delivery entails certain risks (e.g., technical failure to deliver, interception, and system outage and delays).

E-Mail Address:

If Client does not provide their e-mail address, Advisor will mail Notices to Client at standard mail or shipping rates. These fees will be subject to Advisor’s policy and procedures regarding fees as outlined above.

Applicable Law

This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the State of Tennessee.

Signatures of Authorization

By each party executing this agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This fee agreement is only effective upon execution below.

Owner Name (Signature)

Date

Owner Name (Printed)

Joint Owner (Signature)

Date

Joint Owner (Printed)

Representative of Owner or Trustee Name (Signature)

Date

Representative of Owner or Trustee Name (Printed)

Investment Advisor Representative (Signature)

Date

Chief Compliance Officer or Authorized Personnel of OAS

Date

Optivise Fee Agreement Schedule (Non-Options Model)

In accordance with Advisor Compensation (page 5), the annual fees charged to the Client's Account shall be based on a percentage (%) of assets under management held in the Client's Account as reported by the custodian. The Advisor relies upon the Custodian for the average daily balance of the account valuation. The fees will be calculated, accrued, and due monthly in arrears. For services described in the Agreement, the total fees charged to a Client's Account shall not exceed 180 basis points (1.80%).

INTERNAL MANAGEMENT FEES

Mutual funds and exchange-traded funds also charge internal management fees, as disclosed in a fund's prospectus, which are separate and distinct from the Advisor Compensation Fees.

Additional fees and expenses may be incurred if Client uses Advisor's services to manage assets within a variable annuity. These additional charges are described in the annuity's prospectus and application.

CURRENT ADVISORY FEE

Based on your initial model allocation your advisory fee is %

Please note that a reallocation to a different model(s) may cause your advisory fee to increase up to a maximum advisory fee of 1.80%.

NON-MANAGED FEE PROGRAM

OAS offers a Non-Managed program. The client is responsible for all transaction cost occurred in the buying and selling of securities. This program is offered as a convenience to the client as a way to hold assets that will not be liquidated or to hold appreciated assets that Advisor will be managing out of over the course of multiple years.

ACCOUNT AGGREGATION AND TECHNOLOGY FEE

All OAS accounts may be assessed up to a maximum \$100 annually for access to third-party account aggregation software and other technologies. These costs are a direct pass-through of expenses incurred by OAS to offer these technologies for the client's benefit and convenience. The annual technology fee is debited from the account value at the end of the year.

SIGNATURES OF AUTHORIZATION

By each party executing this agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This fee agreement is only effective upon execution below.

Client Signature(s)

Owner Name (Signature) _____ Date _____

Owner Name (Printed) _____

Joint Owner (Signature) _____ Date _____

Joint Owner (Printed) _____

Representative of Owner or Trustee Name (Signature) _____ Date _____

Representative of Owner or Trustee Name (Printed) _____

Investment Advisor Representative (Signature) _____ Date _____

Chief Compliance Officer or Authorized Personnel of OAS _____ Date _____