

**INVESTMENT MANAGEMENT AGREEMENT
(Discretionary)**

1. Parties.

RVW Wealth, LLC (“RVW”)
1880 Century Park East #200
Los Angeles, CA 90067
Telephone (310) 945-4000
Fax (310) 289-8186

and

(“Client”)

(Client name)

(Client address)

(Client address)

(Client e-mail address)

(Client telephone number)

(Client tax identification number)

2. Background.

RVW is a California limited liability company and is registered as an investment adviser with the Securities & Exchange Commission.

RVW and the Client wish to enter into this Investment Management Agreement (this “Agreement”) whereby RVW will provide continuous supervisory and management services to the assets the Client delegates to RVW for management (“Managed Assets”).

3. General Provisions.

Until this Agreement is terminated, the Client agrees to retain RVW as a discretionary investment adviser and RVW agrees to act as a discretionary investment adviser by rendering continuous supervisory and management services with respect to the Managed Assets.

4. Duties of RVW.

- (a) *Investment Management Services.* RVW will direct, in RVW’s sole discretion and without consulting Client, the investment and reinvestment of the Managed Assets in securities and cash and cash equivalents consistent, in RVW’s good faith judgment, with the Investment Guidelines specified on Schedule B. RVW agrees to use that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use.
- (b) *Held Away Account Management.* At the Client's request, RVW may provide investment management services for certain accounts held at financial institutions where RVW does not serve as the custodian ("Held Away Accounts"), including, but not limited to, employer-sponsored retirement plans such as 401(k) plans.

In order for RVW to provide management services for a Held Away Account, the Client may be required to establish and maintain access through a third-party platform designated by RVW, including but not limited to Pontera Technologies, Inc. ("Pontera"). Client acknowledges that RVW's ability to monitor, recommend, and implement investment changes in Held Away Accounts is dependent upon the continued availability and functionality of such third-party platform and the Client's maintenance of the necessary account access and authorizations.

Upon establishing access to a Held Away Account, RVW may review the current investment allocations and, where authorized, provide recommendations and/or implement changes designed to align the account with the Client's Investment Guidelines and overall asset allocation strategy. RVW's authority with respect to Held Away Accounts shall be subject to the terms, restrictions, and limitations imposed by the account custodian, plan sponsor, third-party platform provider, and applicable law.

Client understands and agrees that RVW does not control the operation, availability, security, or policies of any third-party platform used to access Held Away Accounts and shall not be liable for delays, interruptions, restrictions, or errors arising from the acts or omissions of such third-party providers, except to the extent caused by RVW's negligence, willful misconduct, or violation of applicable law.

Client agrees to promptly notify RVW of any changes affecting a Held Away Account and to maintain all required permissions and authorizations necessary for RVW to provide ongoing management services. If access to a Held Away Account is terminated, restricted, or otherwise unavailable, RVW shall have no obligation to continue managing such account until access has been restored.

Assets held in Held Away Accounts may be included in the calculation of Client's Managed Assets and advisory fees, as described in Schedule A and RVW's Form ADV Part 2A.

- (c) *Insurance Services.* RVW is licensed as an insurance agency with the State of California and certain of RVW employees are licensed agents and appointed with various non-affiliated insurance carriers. RVW will not have discretionary powers to purchase insurance or annuities in clients' accounts.

- (d) *Execution of Securities Transactions.* Client understands and agrees that RVW generally requires Client's Managed Assets to be maintained with a qualified custodian approved by RVW, currently including Charles Schwab & Co., Inc. ("Schwab"), Fidelity Brokerage Services LLC ("Fidelity"), or such other custodian as RVW may approve from time to time.

RVW shall have discretionary authority to place transactions for the Managed Assets through the brokerage and trading services made available by the designated custodian, subject to the terms of the applicable custodial arrangement and applicable law. RVW will seek best execution for all client transactions and will act in accordance with its fiduciary obligations in selecting the manner in which transactions are executed.

RVW's policy and practice is to strive for the best price and execution that are competitive in relation to the value of the transaction ("best execution"). For trades where RVW has brokerage discretion, RVW will select a broker, dealer or other intermediary that RVW believes can provide the best execution, taking into consideration such factors that in good faith and judgment it deems reasonable under the circumstances.

Client hereby consents and agrees that RVW may, at its discretion, aggregate client sale and purchase orders (i.e. block trade) with other RVW clients' transactions that have similar orders being made contemporaneously under the management of RVW, if in RVW's judgment such aggregation is reasonably likely to result in an overall economic benefit to the Client. Such benefit may include better transaction prices and/or lower trade execution costs. At the end of the day, participating accounts will receive the average share price for all executed transactions in the security. If such aggregated orders cannot be fully executed under prevailing market conditions, RVW may allocate the securities traded among clients and each similar order in a manner which it considers equitable, taking into consideration, the size of the order placed, the Client's cash position, investment objective of the account(s), size of the order and liquidity of the security.

Portfolios may include investments in funds that are not structured as ETFs. With respect to sales of insurance products and/or annuities, be

advised that RVW Insurance Services LLC is an affiliated entity and does not act as a fiduciary since it receives commissions and other compensation from the issuers.

- (e) *Cash Management.* The Client agrees to inform RVW in writing of any anticipated cash withdrawals from the Client's Managed Assets. Upon notification from the Client, RVW requires four business days to generate cash from fully invested Managed Assets (including selling from money market funds, as they should not be considered cash). Should the Client not notify RVW of withdrawals, then the Client assumes full and total responsibility for any self-initiated cash withdrawals which are rejected due to lack of cash availability. Any non-sufficient fund (NSF) fees charged to the client's custodian account(s) will be the sole responsibility of the Client.
- (f) *Reports.* RVW will provide Client with periodic performance and portfolio summary reports for the Managed Assets. These reports are supplemental to the account statements Client receives from the Custodian and are designed to give overall results and comparative analysis and may vary from Custodian account statements. Client agrees within 21 days to compare the supplemental reports with the account statements received by the Client's Custodian and notify RVW of any inconsistencies. If, at any time there are inconsistencies between the supplemental reports and the Custodian account statements, Client should rely on the Custodian account statement information.
- (g) *Trade Errors.* RVW maintains policies and procedures designed to identify, correct, and document trading and operational errors affecting Client accounts. In the event that RVW determines that an error has occurred in connection with the management of the Managed Assets, RVW will take such corrective action as it deems appropriate under the circumstances and consistent with applicable law, regulatory guidance, and fiduciary obligations.

Where a trade error results in a loss to the Client and such loss is attributable to RVW, RVW will take reasonable steps to restore the Client to the position the Client would have occupied had the error not occurred, subject to applicable legal and regulatory requirements. Any gains resulting from the correction of a trade error shall be handled in accordance with

applicable law, regulatory guidance, and custodian procedures.

Client acknowledges that not all account discrepancies, market movements, pricing changes, system interruptions, delayed executions, or custodian-related issues constitute trade errors. RVW shall not be responsible for losses arising from market fluctuations, acts or omissions of custodians, broker-dealers, third-party service providers, exchanges, or other events beyond RVW's reasonable control, except to the extent caused by RVW's negligence, willful misconduct, or violation of applicable law.

RVW shall maintain records of trade errors and their resolution in accordance with applicable regulatory requirements.

5. Client Acknowledgements.

- (a) *Authority.* All authority given to RVW under this Agreement will remain in effect until changed or terminated by Client in writing. RVW may give a copy of this Agreement to any broker, dealer or other party to a transaction, as evidence of RVW's authority to act on the Client's behalf.
- (b) *Ownership of Managed Assets.* Client represents that it is the owner of the Managed Assets and there are no restrictions on the transfer or sale of any such Managed Assets.
- (c) *Investment Guidelines.* The Client's financial circumstances, investment objectives and any special instructions or limits that the Client wishes RVW to follow in advising the Client will be described in the "Investment Guidelines" to be prepared by the Client and attached to this Agreement as Schedule B. At least annually, RVW shall communicate with Client (either in writing or by scheduling a meeting) to review Client's Investment Guidelines outlined in Schedule B to determine if there have been any changes. If Client fails to attend a meeting (either by declining the meeting invitation or by not providing any response to the invitation) and has not communicated any changes to the Client's Schedule B, Client's action shall reaffirm Client's Investment Guidelines. Client understands and acknowledges that RVW will rely solely upon the contents of the most recently updated Schedule B at all times. It is the Client's responsibility to inform RVW in writing of any changes to Client's Investment

Guidelines and the Client hereby agrees to notify RVW promptly of any material change in the information provided in Schedule B or any other material change in the Client's financial circumstances or investment objectives that might affect the manner in which the Managed Assets should be invested. The Client also agrees to provide RVW with such additional information as RVW may request at any time to assist it in advising the Client. RVW does not charge an additional fee for client meetings.

- (d) *Educational Savings Accounts (529 Plans).* At the Client's request, RVW may provide assistance with the establishment, maintenance, contribution, withdrawal, and investment selection of one or more qualified tuition programs or educational savings accounts established under Section 529 of the Internal Revenue Code ("529 Plans"), including but not limited to My529 accounts.

Client acknowledges that 529 Plans are maintained directly with the applicable plan sponsor or program administrator and are not generally subject to the discretionary investment management services described elsewhere in this Agreement. RVW does not have discretionary authority to effect transactions or make allocation changes within a 529 Plan unless specifically authorized and permitted by the applicable plan sponsor.

RVW may recommend investment options, age-based portfolios, target allocation portfolios, or other investment selections available within a 529 Plan. Client understands that ongoing allocation changes may be made automatically by the plan sponsor pursuant to the selected investment option and not by RVW.

Client further acknowledges that 529 Plans are subject to the terms, restrictions, fees, expenses, investment limitations, tax rules, and withdrawal provisions established by the applicable plan sponsor and governing law. RVW does not guarantee any tax benefit, investment result, college funding outcome, or future account value associated with a 529 Plan.

Unless otherwise disclosed in Schedule A or a separate written agreement, RVW does not charge a separate advisory fee for assistance provided with respect to 529 Plans. However, Client understands that 529 Plans may impose internal fees and expenses, which are described in the applicable offering materials and are borne by the account owner.

- (e) *Risk Acknowledgement.* RVW cannot guarantee the future performance of the Managed Assets or any specific level of performance, the success of any investment decision or strategy that RVW may use, or the success of RVW's overall management of the Managed Assets. The Client understands that investment decisions made by RVW for the Managed Assets are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable.
- (f) *Past Performance Not Indicative of Future Results.* Client acknowledges that the past performance results achieved by RVW for the Managed Assets may not be indicative of the future performance results of the Managed Assets.

Client further acknowledges that no reliance regarding the holdings and/or performance of the Managed Assets will be placed on any advertising, marketing or promotional materials issued by RVW, including RVW's website and Client will only rely on holdings and performance information provided by the Custodian.

- (g) *Other Investment Accounts.* The Client understands that RVW serves as investment adviser for other clients and will continue to do so. The Client also understands that RVW may give advice or take action in performing its duties to other clients, or for its own accounts, that differ from advice given to or action taken for Client. RVW is not obligated to buy, sell or recommend for Client any security or other investment that RVW may buy, sell or recommend for any other client or for its own accounts. This Agreement does not limit or restrict in any way RVW from buying, selling or trading in any securities or other investments for its own accounts.
- (h) *Client Authority.* If the Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she is authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that RVW's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. The Client will

inform RVW and Client Custodian in writing of any event that might affect this authority or the propriety of this Agreement.

- (i) *Standard of Care; Fiduciary Duty; No Waiver.* RVW shall perform its duties under this Agreement with the care, skill, prudence, and diligence that a prudent person acting in a fiduciary capacity would use under similar circumstances. RVW will at all times act in accordance with its fiduciary obligations to Client under applicable law. Nothing in this Agreement shall be construed to limit or waive any rights that the Client may have under applicable federal or state law, including the federal securities laws and any rights with respect to RVW's fiduciary obligations under the Investment Advisers Act of 1940, as amended. Client acknowledges that investment results are subject to market, issuer, economic, political, currency, and other risks, and that RVW does not guarantee any investment result.
- (j) *Other Fees.* Client acknowledges that RVW's fees as set forth in Section 7 and Schedule A are in addition to, and do not include, any fees, commissions, expenses or charges related to
 - (a) custodial services provided for the Managed Assets,
 - (b) transactions effected for the Managed Assets or
 - (c) any other service provided for the Client in regards to the Managed Assets by any person other than RVW. Any such additional fees, commissions, expenses or charges shall be borne by Client.
- (k) When clients join RVW and from time to time thereafter, there may be significant tax costs associated with selling positions which are not/are no longer in conformity with RVW's investment philosophy or approach. We assume no responsibility for these costs. Sales of this nature will be discussed with clients prior to execution.

6. Custody.

RVW generally requires Managed Assets to be maintained with a qualified custodian approved by RVW. Currently, RVW's primary custodial relationships are with Charles Schwab & Co., Inc. and Fidelity Brokerage Services LLC, although RVW may approve additional custodians from time to time upon notice to clients. Custody of the Managed Assets will be maintained with the

qualified custodian(s) agreed upon by both the Client and RVW (the "Custodian"). RVW will not maintain physical custody of the Managed Assets. The Client will be solely responsible for paying all fees and/or charges of the Custodian. The Client authorizes RVW to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment regarding the Managed Assets. The Client also authorizes and directs RVW to instruct the Custodian on the Client's behalf to (a) send the Client, at least quarterly, an account statement showing all transactions during the period covered by the account statement, including the deduction of any management fees and the funds, securities and other property at the end of the period; and (b) provide RVW with duplicate copies of all periodic account statements and other reports sent to the Client by the Custodian. Client will notify RVW in writing prior to appointing a different Custodian.

7. Advisory Fees.

The Client will pay RVW a fee for its investment management services (the "Advisory Fee"). A description of the fee and the method of billing are set forth in Schedule A. The Client elects to pay RVW for its services from the Client's Managed Assets and hereby authorizes the Custodian to disburse to RVW, upon receipt of an invoice from RVW, the full amount of the Advisory Fee due from the Managed Assets.

The Custodian will send the Client a periodic (at least quarterly) account statement showing, among other things, all amounts paid from the Managed Assets, including all Advisory Fees paid by the Custodian to RVW. Where funds are not available for fees in a given account, RVW is authorized to debit another account within the commonly-owned portfolio as necessary. RVW may compensate individuals and organizations for referrals at its sole discretion without further disclosure.

8. Retirement or Employee Benefit Plan Assets.

This Section 8 applies if the Managed Assets are for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an

individual retirement account ("IRA") under Section 408 of the Code.

If the Managed Assets are for a plan subject to ERISA, Client appoints RVW, and RVW acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 3 of this Agreement).

When RVW provides investment advice with respect to a retirement plan account, individual retirement account ("IRA"), or other retirement arrangement subject to applicable fiduciary standards, RVW acknowledges that it acts as a fiduciary within the meaning of applicable law, including, where applicable, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code.

In providing such services, RVW shall act in the Client's best interest and shall not place its own interests ahead of the Client's interests. RVW will exercise the care, skill, prudence, and diligence that a prudent investment professional would exercise under similar circumstances and will comply with applicable fiduciary obligations, including those relating to loyalty, prudence, and reasonable compensation.

Client acknowledges that investment recommendations involve risk and that RVW does not guarantee any investment result, performance level, or outcome. Nothing in this Agreement shall be construed to waive, limit, or reduce any rights or protections afforded to the Client under applicable federal or state securities laws, ERISA, or other applicable law.

Unless Client notifies RVW in writing to the contrary, Client shall obtain and maintain during the term of this Agreement any bond required by ERISA or other applicable law with respect to fiduciaries and shall include within the coverage of such bond RVW and any officer, director, employee or agent of RVW whose inclusion is required by law. Client agrees to provide RVW promptly upon request copies of such documentation. Retirement plans are subject to strict compliance and reporting regulations. RVW shall not be responsible for any compliance, reporting or administrative issues relative to said plan.

The Client represents that RVW has been furnished true and complete copies of all documents establishing and governing the plan and evidencing

the Client's authority to retain RVW. The Client will furnish promptly to RVW any amendments to the plan, and the Client agrees that, if any amendment affects the rights or obligations of RVW, such amendment will be binding on RVW only when agreed to by RVW in writing. If the Managed Assets include only a part of the complete assets of the plan, the Client understands that RVW will have no responsibility for the diversification of all of the plan's investments, and that RVW will have no duty, responsibility or liability for the Client assets that are not included in the Managed Assets.

9. Proxy Voting.

Client may obtain information regarding how proxies for the Client's account were voted and may request a copy of RVW's Proxy Voting Policies and Procedures by contacting RVW.

Unless otherwise agreed in writing, RVW's authority under this Section shall be limited to the voting of proxies and shall not include the authority to take action with respect to legal proceedings, class action litigation, bankruptcies, shareholder derivative actions, or other non-routine corporate actions involving securities held in the Managed Assets.

Client acknowledges that certain securities, custodial arrangements, pooled investment vehicles, mutual funds, exchange-traded funds, private funds, foreign securities, or other investments may not permit proxy voting by RVW or may otherwise restrict RVW's ability to vote proxies.

10. Other Shareholder Actions.

With regard to other matters for which shareholder action is required or solicited with respect to Client's Managed Assets securities (such as (a) tender offers (b) bankruptcies or (c) reorganizations), Client hereby authorizes RVW to take such action as RVW deems appropriate, unless Client directs RVW otherwise specifically in writing. RVW does not file class action claims on behalf of clients, but will assist Client with compiling any documentation necessary should the Client determine to file any class action claim.

11. Termination.

This Agreement will continue in effect until terminated by either party upon thirty (30) days written advance notice to the other. Termination of this Agreement will not affect (a) the validity of any action previously taken by RVW under this Agreement; (b) liabilities or obligations of the parties

from transactions initiated before the termination of this Agreement; or (c) the Client's obligation to pay any earned unpaid Advisory Fees. RVW will refund to Client any pre-paid unearned Advisory Fees (calculated to the effective date of termination). On the effective date of termination of this Agreement and thereafter, RVW will have no obligation to recommend or take any action with regard to the Managed Assets' securities, cash or other investments.

12. Binding Agreement.

This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended) by either party without the consent of the other party.

13. Amendment

This Agreement may be amended only by the mutual written consent of both Client and RVW, except as otherwise expressly provided in this Agreement.

14. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any conflict or choice of law provisions.

15. Notices

Any notice, advice or report to be given to a party under this Agreement ("Communications") shall be deemed to have been duly given when delivered either in person, by U.S. mail, e-mail, fax or overnight courier (postage prepaid) to the address on the first page of this Agreement or at such other address that a party may designate in writing. Any notice shall be deemed effectively given upon actual receipt, or if deposited in the U.S. mail, five (5) days after it is so deposited. The Client is responsible for notifying RVW and the Custodian upon change of mailing address and e-mail address.

The Client expressly consents to RVW delivering all Communications to the Client by e-mail and certifies that it possesses the means of accepting delivery by e-mail. It is incumbent on Client to notify RVW of any change in e-mail address.

16. Instructions

RVW may rely upon instructions, authorizations, notices, and other communications reasonably believed by RVW to have been provided by the Client or an authorized representative of the Client. Such communications may be delivered in writing, by electronic mail, through approved electronic signature platforms, or through such other methods as RVW may permit from time to time.

For the protection of Client assets and in an effort to prevent fraud and unauthorized transactions, RVW reserves the right to require additional verification, written documentation, electronic authorization, signature authentication, or other procedures before acting upon any Client instruction.

Client acknowledges that requests involving the movement of funds or assets, including but not limited to wire transfers, electronic funds transfers, distributions, changes to standing banking instructions, or transfers to accounts not previously established with the Custodian, may be subject to additional verification procedures. Such procedures may include outbound telephone calls to a telephone number previously established in RVW's records, confirmation through the Custodian, or other security measures deemed appropriate by RVW.

RVW reserves the right, in its sole discretion, to decline, delay, or refuse to act upon any instruction if RVW is unable to verify the authenticity of the instruction, the identity of the requesting party, or the propriety of the requested transaction.

RVW shall not be liable for delays resulting from the implementation of reasonable security and verification procedures designed to protect Client assets. Client agrees to promptly notify RVW of any unauthorized access to Client's e-mail account, electronic communication systems, or other circumstances that may affect the security or authenticity of communications with RVW.

17. Standard Terms.

This Agreement shall incorporate by reference, and give ordinary meaning to, standard contract terms related to the headings, severability and captions.

18. Confidentiality.

Both parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, RVW may disclose Client information to

such person(s) to include: (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over RVW, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or RVW; and (d) any third party whom RVW (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the Managed Assets.

19. Anti-Money Laundering.

Client represents, warrants and agrees that: (1) Client desires to open one or more accounts with RVW for legitimate, valid and legal business and/or personal reasons and not with any intent or purpose to violate any applicable law or regulation; (2) the assets used to open the account(s) are derived from legitimate and legal sources, and the Managed Assets will not be used by Client or, to Client's knowledge, by any person associated with Client, to finance any terrorist or other illegitimate, illegal or criminal activity; (3) if Client is an investment entity, Client has in place, and will maintain during the term of this Agreement, an appropriate anti-money laundering program that complies in all material respects with all applicable laws and regulations including, without limitation, the "USA PATRIOT ACT," and that is reasonably designed to detect and report any activity that raises suspicion of money laundering activities, and Client has obtained all appropriate and necessary background information respecting its officers and beneficial owners to enable Client to comply with all applicable laws, rules and regulations respecting money laundering activities; (4) RVW may request, and Client will provide, such information as may be necessary for RVW to comply with applicable legal or regulatory requirements, including, without limitation, anti-money laundering requirements, and that notwithstanding any other provision of this Agreement RVW may disclose information respecting Client to governmental and/or regulatory or self-regulatory authorities to the extent required by applicable law or regulation and may file reports with such authorities as may be required by applicable law or regulation. If required by applicable law, regulation, or

interpretation thereof, RVW may suspend all activity with respect to the Client's account(s), including suspending the Client's right to withdraw funds or assets from the account(s) pending RVW's receipt of instructions regarding same from the appropriate governmental or regulatory authority.

20. Non-Guarantee Clause.

Client is hereby advised that past performance is no indication of likely future results. RVW's overall investment strategy generally promotes long-term investing. Investments are not guaranteed and they may decline in value. The Client assumes the primary responsibility to review all statements and notify RVW and Custodian promptly in writing by certified mail(or equivalent) upon discovery of an error of any nature.

21. Client Acknowledgment of Disclosure Documents.

The Client acknowledges receipt of the following disclosure documents prior to or at the time of entering into this Agreement:

- RVW's Form ADV Part 2A (Firm Brochure)
- RVW's Form ADV Part 2B (Brochure Supplement for supervised persons providing advice to the Client)
- RVW's Form CRS (Customer Relationship Summary)

The Client understands that these documents contain important information about RVW's services, fees, business practices, disciplinary history, and the duties owed to the Client under applicable law. The Client further understands that updated versions of these documents will be provided as required by law, and that additional copies may be requested at any time.

Client acknowledges receipt of RVW's Privacy Notice contained in the Form ADV Brochure.

22. Mediation and Arbitration.

Any dispute or controversy between the Client and RVW involving this Agreement shall be resolved by binding arbitration in Los Angeles, California on the request of any party to any such controversy. The arbitration will comply with and be governed by the provisions of the rules of JAMS-Endispute ("JAMS") and conducted by a retired judge who is experienced in dispute resolution regarding the securities business. Pre-arbitration discovery shall not be

permitted except as required by the rules of JAMS and the arbitration award shall not include factual findings or conclusions of law. No party to any such controversy shall be entitled to any punitive damages. By signing this Agreement, the Client agrees to waive his or her or its right to seek remedies in court, including any right to a jury trial and punitive damages except to the extent otherwise mandated by federal and state securities laws.

23. Independence from Gerber & Co Inc.

While RVW Wealth LLC and Gerber & Co Inc. are affiliated companies, each business is run separate and distinct from the other. Client expressly acknowledges this and further agrees that Gerber & Co Inc. will not assume responsibility for any acts of RVW or its agents under any circumstances.

24. Entire Agreement

THIS AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR WRITTEN AND VERBAL AGREEMENTS. THIS AGREEMENT MAY ONLY BE MODIFIED IN WRITING BY THE MUTUAL AGREEMENT OF THE PARTIES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered electronically, including through electronic signature platforms such as DocuSign or similar technology, shall be deemed original signatures and shall have the same force and effect as manually executed signatures. Electronic copies of this Agreement shall be deemed originals for all purposes.

Signature Page Follows

RVW and the Client have executed this INVESTMENT MANAGEMENT AGREEMENT on the date first stated below.

Client

(Name of Client)

(Signature of Client)

(Name of Signatory & Title, if applicable)

Dated: _____

Client

(Name of Client)

(Signature of Client)

(Name of Signatory & Title, if applicable)

Dated: _____

RVW Wealth, LLC

(Signature)

(Name of Signatory)

(Title)

Dated: _____

Client

(Name of Client)

(Signature of Client)

(Name of Signatory & Title, if applicable)

Dated: _____

**SCHEDULE A
FEE SCHEDULE
(Payable Quarterly in Advance)**

Client and RVW hereby agree to the following fee schedule applicable to the Client's Managed Assets:

The Client will pay RVW the annual investment management fee (the "Fee") reflected below, which is based on a percentage of the fair market value of the assets under management (as reasonably determined in good faith by RVW). The minimum management fee per client is \$2,500 annually.

The Fee will generally be calculated and billed quarterly in advance based on the value of the Client's Managed Assets as of the close of business on the last business day of the immediately preceding calendar quarter. Although fees are billed in advance, RVW may adjust fees during or after the quarter to reflect capital contributions, withdrawals, account openings, account closures, transfers, and other changes in Managed Assets occurring during the quarter. Assets contributed during a quarter may be billed in arrears based upon the average daily value of such assets for the period during which they were managed by RVW. Likewise, fee credits may be applied for assets withdrawn during a quarter where appropriate.

For accounts opened during a calendar quarter, the Fee shall be prorated based on the number of days the Managed Assets were under management during the applicable billing period. Any resulting fee adjustments, credits, or additional charges shall be reflected as soon as reasonably practicable following the end of the applicable quarter.

The Client authorizes RVW to calculate advisory fees in accordance with the methodology described herein and to instruct the Custodian to deduct such fees from the Client's designated custodial account(s). Where insufficient cash is available in a particular account, RVW may deduct fees from another account within the Client's commonly owned portfolio, to the extent authorized by applicable law and custodial arrangements.

Initial Managed Assets \$ _____

Annual Management Fee _____ 1.0% _____

RVW reserves the right to modify its fee schedule upon thirty (30) days' prior written notice to the Client.

Client initials: _____ Date: _____

Client initials: _____ Date: _____

RVW initials: _____ Date: _____

SCHEDULE B INVESTMENT GUIDELINES

This section must be completed where the investor is not a Qualified Investor with extensive investment experience. By leaving this section incomplete, you hereby confirm that you are a Qualified Investor with extensive investment experience, an understanding of the investments and of the related risk of possible loss.

In general, RVW seeks to manage Client's Managed Assets to provide long term capital appreciation by investing in securities of both U.S. and foreign corporations, in both equities and fixed income. RVW will seek to diversify its securities recommendations across a wide range of industries and capitalization sizes. RVW will also buy commodities, such as Gold where it deems them appropriate. RVW will also use exchange traded funds (ETFs), stocks, bonds and other instruments to help achieve the Client's overall investment objectives, as outlined in the Client Profile below.

INDIVIDUAL CLIENT PROFILE

Directions: For our individual clients, please complete the following important information pertaining to you and your investment experience. (Account Executives to attach additional pages as needed.)

Annual Income: _____

Liquid Net Worth: _____

Total Net Worth: _____

Occupation: _____

Name of Employer: _____

Is any beneficial owner of this account an employee of a securities firm? ☐ Yes ☐ No

If yes, indicate the name of the firm and the relationship of the account owner to that firm.

Is any beneficial owner of this account a senior officer, director or large shareholder of a publicly traded company?

☐ Yes ☐ No

If yes, indicate the name of the firm, stock symbol and account owner's title.

Is this individual a current or former foreign political figure, or an immediate family member or known close associate of a current or former foreign political figure? ☐ Yes ☐ No

Is the individual's citizenship or any address associated with this individual located in a high risk jurisdiction?

☐ Yes ☐ No

Please indicate the number of years you have been investing in the securities listed below.

____ Mutual Funds ____ Stocks ____ Bonds ____ Options
____ Annuities ____ Managed Accounts ____ Other (*describe*) _____

INSTITUTIONAL/CORPORATE PROFILE

Directions: For our institutional clients, please complete the following important information pertaining to your firm.

Legal Name of Entity: _____

Authorized Officer(s): _____

Office Phone: _____ Cellular Phone: _____ Fax Number: _____

Tax ID: _____

Type of Entity: _____

State in which entity was formed: _____

Nature of Business: _____

Annual Revenues: _____

Annual Income: _____

Liquid Net Worth: _____

Net Worth: _____

FOR RETIREMENT ACCOUNTS: DESCRIBE YOUR PLAN PARTICIPANTS

_____ ACTIVE PLAN _____ TERMINATED / FROZEN PLAN

_____ Young, few years of service, many years of plan participation left

_____ Even distribution over all age groups and years of service

_____ Mature workforce, lengthy service, close to retirement

_____ High turnover

_____ Other (please explain)

1. DESCRIBE EXPECTED ACCOUNT CONTRIBUTIONS

_____ Contributions will exceed distributions for at least the next two years

_____ Contributions presently exceed distributions, but could change within the next two years

_____ Distributions presently exceed contributions

_____ Other (please explain): _____

ACCOUNT TYPES TO BE MANAGED

Directions: Check below the type of account(s) you desire investment advice

- | | | |
|---|---|---|
| ☐ Taxable | ☐ Tax-Exempt | ☐ IRA/SIMPLE IRA |
| ☐ Testamentary Trust | ☐ Revocable Trust | ☐ IRA Rollover |
| ☐ Conservatorship | ☐ Corporate | ☐ ROTH IRA |
| ☐ Irrevocable Trust | ☐ Endowment/Foundation | ☐ Defined Contribution |
| ☐ Defined Benefit | ☐ 401(K) Plan | ☐ Partnership |
| ☐ Other _____ | ☐ 529 Plans | |

INVESTMENT STRATEGIES

Directions: Please check below the investment style which best describes your investment objective for the type of account you desire to investment advisement

- ☐ *Aggressive* – Willingness to sustain substantial losses on individual transactions in expectation that overall portfolio results could be substantial.
- ☐ *Growth* – Accepts possible loss of principal as a natural function of investment risk incurred in the pursuit of potentially higher returns.
- ☐ *Conservative* – Preservation of capital and income is more important than overall performance.
- ☐ *Preservation* – Preservation of capital is the most important objective, more so than overall investment performance.

CLIENT'S INVESTMENT TIME HORIZON _____ Years

INVESTMENT GUIDELINES

Do you have any specific guidelines or restrictions for your account(s)? ☐ None ☐ Yes

If yes, list all Investment Guidelines and/or Portfolio Restricted Securities/Sectors:

Do you have any current income requirements? ☐ None ☐ Yes If yes,

list the following requirements:

Periodic Withdrawals: \$ _____ USD Frequency: _____ (*e.g., weekly, monthly, etc.*)

Lump sum Cash Requirement: \$ _____ USD as of: _____ (*date*)

SOURCE OF ASSETS

Check in the amount of: \$ _____ USD

Journal: _____ All _____ Cash _____ Positions _____ Partial *from Account No* _____

Transfer: Please submit all transfer documentation to RVW Wealth, LLC.

Client initials: _____ Date: _____

Client initials: _____ Date: _____

RVW initials: _____ Date: _____