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# DISCRETIONARY WEALTH MANAGEMENT AGREEMENT

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This Investment Supervisory Agreement (the "Agreement") is made on this date: \_\_\_\_\_ between the undersigned party,

CLIENT(s): \_\_\_\_\_ whose mailing address is \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "you" or "your"), and New Dimensions Wealth Management, L.L.C., a registered investment adviser, whose mailing address is 550 S. Watters Drive, Suite 242, Allen, Texas 75013 (hereinafter referred to as "us," "we," or "our").

**1. Investment Supervisory Services.** Subject to the terms and conditions of this Agreement, we shall provide you with discretionary investment management services ("Discretionary Investment Management Services") in accordance with your investment needs, goals and objectives as set forth in your Investment Policy Statement (IPS). The details of the Discretionary Investment Management Services and related fees are set forth in Section 2 (below) and on Exhibit A.

**2. Scope of Engagement.** When performing the Planning Services, we are not acting as your attorney or your accountant and none of the services rendered pursuant to this Agreement should be interpreted as legal or accounting advice. With respect to estate planning and tax planning, our role shall be the liaison between you and your appointed legal and accounting advisers. If you do not currently have a professional legal or accounting adviser, we recommend that you seek the advice of a qualified attorney and accountant.

You hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over your Account to buy, sell, or otherwise effect investment transactions involving the Assets. We are authorized, within the parameters of the mutually agreed upon portfolio, but without your prior consultation, to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds, and other securities and/or contracts relating to the same, on margin (only if a separate written margin authorization has been granted), including investing Assets in short-term money-market instruments when we deem necessary, and to give instructions in furtherance of such trading authority to the broker-dealer of the Account ("Broker-Dealer") and the custodian of the Assets ("Custodian"). Spouses will be given equal access to all information provided to us and all recommendations offered by us unless explicitly stated otherwise and confirmed in writing.

**3. Management Fee.** Our fee for the Investment Supervisory Services provided under this Agreement shall be an asset based fee calculated as a percentage of the market value of the Household Assets managed (collectively referred to as "Management Fee"). Fees may be negotiable. The specific details of the fee arrangement are described on the fee schedule attached hereto as Exhibit A. The asset based fee shall be prorated and paid quarterly, in advance, based upon the market value of the Household Assets, including cash, on the last day of the previous quarter as valued by the Custodian. The asset based fee for the initial quarter shall be calculated on a pro rata basis commencing on the day the Household Assets are initially designated to us for Investment Supervisory Services under this Agreement. No portion of the asset based fee is calculated on the performance of the Account. No increase in the Investment Supervisory Fees shall be effective without prior written notification to you.

You hereby direct and authorize us to invoice the Custodian for the Investment Supervisory Fee (the "Fee Statement") and direct and authorize the Custodian to deduct the amount stated in the Fee Statement from one or more of your Accounts. You also direct, and authorize us to instruct the Custodian to send you a statement, at least quarterly, indicating all amounts disbursed from your Accounts including the Investment Supervisory Fee paid from the particular Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Investment Supervisory Fee and that the Custodian will not determine whether the Investment Supervisory Fee is accurate or properly calculated.

You may make additions to and withdrawals from the Account at any time, subject to our right to terminate an Account. If Assets are deposited into or withdrawn from an Account after the inception of a quarter the Management Fee payable with respect to the Assets will be prorated based on the number of days remaining in the quarter. Clients may withdraw Assets from the Account by providing us with notice. All withdrawals are subject to customary securities settlement procedures.

In addition to our Investment Supervisory Fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), distribution fees, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

**4. Custodian.** We shall not maintain physical custody of your Assets; rather your Assets will be held in the custody of a Custodian meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Advisers Act. We are authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Assets. The fees charged to you by the Custodian are exclusive of, and in addition to, the Investment Supervisory Fee and other charges, discussed herein.

**5. Risk Acknowledgement.** Our investment decisions and recommendations are based upon our professional judgment. We do not guarantee the results of any of our investment decisions or recommendations, the future performance of your Assets or Accounts, any specific level of performance, the success of any Independent Manager, investment decision, strategy or recommendation made by an Independent Manager, or the overall success of the Account. You understand that our investment decisions and recommendations for your Account, as well as the investment decisions of any Independent Manager are subject to various markets, currency, economic, political and business risks, and that such investment decisions and recommendations will not always be profitable.

**6. Adviser Liability.** Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, (c) any act or failure to act by the Custodian, any Broker-Dealer to which transactions for the Account are directed, or by any non-party, or (d) any loss that you may suffer by reason of any decision made or other action taken by any Independent Manager. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

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**7. Proxies.** We shall NOT be responsible for voting all proxies solicited by issuers of securities held in the Account. We neither vote proxies for clients, nor provide advice to you about how to vote proxies. You are responsible for all matters relating to proxies, however you authorize and direct us to instruct the Custodian to forward to us copies of all proxies and shareholder communications relating to the Assets for informational purposes only.

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**8. Reports.** You will receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian. Additionally, at your request we will provide you with reports that may include such relevant Account and/or market related information such as an inventory of account holdings, in-flow and out-flows, and fees.

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**9. Non-Exclusivity.** You acknowledge and understand that we shall be free to render Investment Supervisory advice to others and that we do not make our services available exclusively to you. We may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be in the best interest of the Account.

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**10. Notices.** Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). Except for decisions regarding the purchase or sale of specific investments, all of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction from you unless and until we have been advised in writing of changes thereto.

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**11. Assignment.** Neither party may assign this Agreement without the written consent of the other party.

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**12. Confidentiality.** Except as required by applicable law, rule or regulation, or in order to implement your investment and financial planning objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

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**13. Receipt of Disclosures.** Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

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**14. Arbitration.** Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses. You understand that this Agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

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**15. Death or Disability.** If you are a natural person, your death, incapacity, disability or incompetence will not terminate or change the

terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

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**16. Client Representations and Warranties.** You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with the information set forth on the Client Profile and represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You agree to execute any other agreements with broker-dealers, custodians, or other service providers we deem necessary in connection with this Agreement in a timely manner. You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information.

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**17. Retirement or Employee Benefit Plan Accounts.** This section applies to Accounts that are part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

If any of your Assets are held in an Account identified as a "Qualified Account" and we accept appointment to provide Management Services or Advisory Services to such Qualified Account, we acknowledge that we shall be a "fiduciary" within the meaning of Section 1002(21) of ERISA, but only with respect to the provision of Management Services or Advisory Services described in Section 2 of this Agreement with respect to the Qualified Accounts identified. We represent that we are registered as an investment adviser and duly qualified to manage or provide advisory services to Plan assets under applicable regulations.

You represent that (i) our appointment and services are consistent with the Plan documents, (ii) you have furnished us true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain us, (iii) you agree to provide us with a list of persons or entities which are considered a "disqualified person," as that term is defined in Section 4975 of the Internal Revenue Code, as amended, or a "party in interest," as that term is defined in Section 3(14) of ERISA, and (iv) if you have directed us to use a Directed-Broker, we are unable to seek best execution for transactions in the Qualified Account and you may pay higher brokerage fees than if we were authorized to direct transactions to another broker-dealer that could provide best execution. You further represent that you will promptly furnish us with any amendments to the Plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent. If the Qualified Account contains only a part of the Plan assets, you understand that we will have no responsibility for the diversification of all of the Plan's investments, and we will have no duty, responsibility or liability for your Plan assets that are not in the Qualified Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, you will obtain and maintain at your expense bonding that satisfies this requirement and covers us and any of our affiliates.

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**18. Entire Agreement.** This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and

supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

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**19. Waiver.** No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

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**20. Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

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**21. Terms of Agreement and Termination.** By entering into this Agreement, you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party in writing as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to this Section 21. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives.

You shall have five (5) business days from the date of execution of this Agreement to terminate our services without penalty. This Agreement

will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate this Agreement after the commencement of a calendar quarter billing period, the unearned portion of the Asset-Based Fee will be promptly refunded.

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**22. Governing Law, Venue, and Jurisdiction.** To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Texas without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Texas and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

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**23. Counterparts.** 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. The execution of this Agreement may be by actual or facsimile signature.

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**24. Section or Paragraph Headings.** Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

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

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

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Client Signature

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Client Signature

NEW DIMENSIONS WEALTH MANAGEMENT, L.L.C.

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R. Lance Alston, President

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**Discretionary Wealth Management Services****ASSET BASED FEE SCHEDULE FOR WEALTH MANAGEMENT SERVICES**

We shall provide the services described in the Discretionary Wealth Management Agreement (attached) for an annual fee based upon the following asset schedule:

<b><u>Household Assets</u></b>	<b><u>Annual Fee</u></b>
Initial \$500,000	0.80%
Next \$500,000	0.60%
Next \$500,000	0.40%
All assets over \$ 1,500,000	0.30 %

NOTE: A minimum annual fee of \$4,000 will apply (\$1000 per quarter)

As discussed in the Agreement, the asset based fee is billed on a quarterly basis in, advance, based upon the market value of the Household Assets, including cash, on the last day of the previous quarter as valued by the Custodian.

Please Note:

All fees for investment advisory services are separate and distinct from certain fees and expenses charged by unaffiliated third parties. These fees may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), distribution fees, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.