



INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (the “**Agreement**”) is hereby made by and between the Client(s) named below (hereinafter referred to as the “**CLIENT**”), and **AVIOR WEALTH MANAGEMENT, LLC**, a U.S. Securities and Exchange Commission Registered Investment Adviser located at 14301 First National Bank Parkway, Suite 410, Omaha, Nebraska 68154 (hereinafter referred to as the “**ADVISER**”).

Client Name(s): _____

Client Mailing Address: _____

Client Email Address: _____

1. Scope of Engagement.

(a) **CLIENT** hereby appoints **ADVISER** as an Investment Adviser to perform the services hereinafter described, and **ADVISER** accepts such appointment. **ADVISER** shall be responsible for the investment and reinvestment of those assets designated by **CLIENT** to be subject to **ADVISER**'s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “**Assets**” or “**Account**”);

(b) **CLIENT** delegates to **ADVISER** all of **CLIENT**'s powers with regard to the investment and reinvestment of the **Assets** and appoints **ADVISER** as **CLIENT**'s agent and attorney in fact with full authority to buy, sell, or otherwise effect investment transactions involving the **Assets** in **CLIENT**'s name for the **Account**;

(c) **ADVISER** is authorized, without prior consultation with **CLIENT**, to buy, sell, trade and allocate in and among various types of **Assets**, including, but not limited to stocks, bonds, cash and cash equivalents (including money market funds), mutual funds, exchange traded funds, investment subdivisions within variable annuity products, sub-advisers, investment managers, programs and/or private investment funds (with or without discretion, depending upon the provider and investment) and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the **Assets**;

(d) **ADVISER** shall discharge its investment management responsibilities consistent with the **CLIENT**'s designated investment objectives. Unless the **CLIENT** has advised the **ADVISER** to the contrary, in writing, there are no restrictions that the **CLIENT** has imposed upon the **ADVISER** with respect to the management of the **Assets**. The **CLIENT** agrees to provide information and/or documentation requested by **ADVISER** in furtherance of this **Agreement** as pertains to **CLIENT**'s objectives, needs and goals, and maintains exclusive responsibility to keep **ADVISER** informed of any changes regarding same. **CLIENT** acknowledges that **ADVISER** cannot adequately perform its services for **CLIENT** unless **CLIENT** diligently performs his responsibilities under this **Agreement**. **ADVISER** shall not be required to verify any information obtained from **CLIENT**, **CLIENT**'s attorney, accountant or other professionals, and is expressly authorized to rely thereon;

(e) In the event that the **Account** is a retirement plan sponsored by **CLIENT**'s employer, **CLIENT** acknowledges that **ADVISER**'s investment selection shall be limited to the investment

alternatives provided by the retirement plan. The **CLIENT** further acknowledges and understands that: (1) the **ADVISER** will not receive any communications from the plan sponsor or custodian, and it shall remain the **CLIENT**'s exclusive obligation to notify the **ADVISER** of any changes in investment alternatives, restrictions, etc. pertaining to the **Account**; (2) the **ADVISER** shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the failure to so notify the **ADVISER**; and (3) the **ADVISER**'s authority **shall be limited to** the allocation of the **Assets** among the investment alternatives available through the plan, and, as such, **ADVISER will not have, nor will it accept**, any authority to effect any other type of transactions or changes via the plan web site, including but not limited to changing beneficiaries or effecting **Account** disbursements or transfers to any individual or entity;

(f) **CLIENT** authorizes **ADVISER** to respond to inquiries from, and communicate and share information with, **CLIENT**'s attorney, accountant, and other professionals to the extent necessary in furtherance of **ADVISER**'s services under this **Agreement**; and,

(g) The **CLIENT** acknowledges and understands that the services to be provided by **ADVISER** under this **Agreement** are limited to the management of the **Assets** and **do not** include financial planning or any other related or unrelated consulting services.

2. Adviser Compensation.

(a) Unless otherwise set forth on the annexed Exhibit "A", the **ADVISER**'s annual fee for investment management services provided under this **Agreement** shall be based upon a percentage (%) of the market value of the **Assets** under management in accordance with the fee schedule enclosed herewith as Exhibit "A". This annual fee shall be prorated and paid quarterly, in advance, based upon the market value of the **Assets** on the last business day of the previous quarter. No increase in the annual fee percentage shall be effective without prior written notification to the **CLIENT**;

(b) **CLIENT** authorizes the Custodian of the **Assets** to charge the **Account** for the amount of **ADVISER**'s fee and to remit such fee to **ADVISER** in compliance with regulatory procedures. **Please Note:** In the event that there is not sufficient cash in the **Account** to pay **ADVISER**'s fee, the **ADVISER** shall sell **Assets** to pay the fee;

(c) In addition to **ADVISER**'s annual investment management fee, the **CLIENT** shall also incur, relative to: [1] all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g., management fees and other fund expenses); [2] independent investment managers, the fees charged by each separate manager who is engaged to manage the **Assets**; and, [3] to the extent applicable, a Turnkey Asset Management Program ("TAMP") and/or platform fee; and,

(d) No portion of **ADVISER**'s compensation shall be based on capital gains or capital appreciation of the **Assets**, except as provided for under the Investment Advisers Act of 1940.

3. Custodian. The **Assets** shall be held by an independent custodian, not **ADVISER**. **ADVISER** is 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, and otherwise take such actions as **ADVISER** shall direct in connection with the performance of **ADVISER**'s obligations in respect of the **Assets**.

4. Account Transactions.

(a) **CLIENT** recognizes and agrees that in order for **ADVISER** to discharge its responsibilities, it generally will engage in securities brokerage transactions described in paragraph 1 herein;

(b) Commissions and/or transaction fees can be charged by the **Account** custodian and/or broker-dealer for effecting securities brokerage transactions for the **Account**; and

(c) The brokerage commissions and/or transaction fees charged by the **Account** custodian and/or broker-dealer to the **CLIENT** are exclusive of, and in addition to, *Adviser Compensation* as defined in paragraph 2 hereof.

5. Risk Acknowledgment. **ADVISER** does not guarantee the future performance of the **Account** or any specific level of performance, the success of any investment recommendation or strategy that **ADVISER** may take or recommend for the **Account**, or the success of **ADVISER**'s overall management of the **Account**. **CLIENT** understands that investment decisions and/or recommendations for the **Account** are subject to various market, currency, economic, political and business risks, and that **Account** losses can and will occur. The **CLIENT** also understands that different types of investments and/or investment strategies involve varying degrees of risk and volatility, and at any specific point in time, or over any specific time-period, any investment or investment strategy can and will suffer losses, at times substantial losses. The **CLIENT** further acknowledges and agrees that unless the direct result of a breach of the **ADVISER**'s fiduciary duty (see Adviser Liability below), **ADVISER** shall not be responsible for: (a) losses to the **Assets** resulting from any investment that, at the time purchased, was consistent with the **CLIENT**'s investment objective(s); and, (b) for losses to investments that are not part of an **Account** or the **Assets**.

6. Directions to the Adviser. Unless otherwise determined by the **ADVISER** to the contrary, directions, instructions and/or notices from the **CLIENT** to **ADVISER** shall be in writing. **ADVISER** shall be fully protected in relying upon any direction, notice, or instruction unless and until it is provided with subsequent changes or modifications from the **CLIENT**. **Please Note:** By execution below, the **CLIENT** acknowledges that there can be no assurance, nor expectation, that **ADVISER** shall act on any direction, instruction and/or notice on the day it is received. **Please Also Note:** In the event that the **ADVISER** determines to accept verbal directions, instructions and/or notices from the **CLIENT** for a specific event, such acceptance shall not serve as a waiver of the **CLIENT**'s obligation to provide written directions, instructions and/or notices thereafter.

7. Adviser Liability. The **ADVISER** owes the **CLIENT** duties of care and loyalty. As such, the **ADVISER** shall provide services in the best interests of the **CLIENT**, including the disclosure of potential conflicts of interest. The **ADVISER** shall remain responsible for its acts and/or omissions pertaining to the **Assets** or **Accounts** that result from a breach of the **ADVISER**'s fiduciary duty to the **CLIENT**. However, as discussed in the Risk Acknowledgement paragraph above, the **CLIENT** must accept that the **ADVISER**'s fiduciary duty does not imply that **Account** losses will not occur or that **ADVISER**'s recommendations or decisions shall be profitable. If the **ADVISER** purchases specific individual securities for the **Account** at the direction of the **CLIENT**, or the **CLIENT** transfers into the **Account** securities purchased by the **CLIENT** prior to or independent of the **ADVISER**, the **ADVISER** shall continue to maintain responsibility for monitoring such securities only if they are included as part of assets under management for determining Adviser Compensation as discussed above in this Agreement. The **ADVISER** shall not be responsible for losses or charges incurred during the transfer of the **Assets** from the **CLIENT**'s prior advisors, broker-dealers or account custodians unless such losses or charges result from of a breach of the **ADVISER**'s fiduciary duty, including, but not limited to, any losses or charges resulting from: (a) securities purchased by **CLIENT**'s predecessor advisors; (b) the failure to be protected or benefit from any market-related events, including market corrections or advances; or (c) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer or account custodian. If the client is not a retail investor (i.e., a client who seeks to receive or receives services primarily for personal, family or household purposes-see paragraph 18 below), the **CLIENT** shall indemnify, defend, and hold the **ADVISER** harmless from and against claims, losses, damages, liabilities and expenses, as incurred, that are attributable to an act, decision, or omission of the **CLIENT**, except to the extent resulting from a breach of the **ADVISER**'s fiduciary duty. No portion of this paragraph shall constitute a waiver of the **ADVISER**'s fiduciary duty or any specific rights that the **CLIENT** has under federal or state securities laws.

8. Proxies. The **ADVISER** does not vote proxies. The **CLIENT** shall be responsible for: (1) directing the manner in which proxies for the **Assets** shall be voted; and, (2) making all elections, decisions

and filings relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, class actions, or other type actions or events pertaining to the **Assets**.

9. Reports. **ADVISER** and/or **Account** custodian shall provide **CLIENT** with periodic reports for the **Account**. In the event that the **ADVISER** provides supplemental **Account** reports that include assets for which the **ADVISER** does not have trading authority, the **CLIENT** acknowledges the reporting is provided as an accommodation only, and **does not** include investment management, review, or monitoring services, nor investment recommendations or advice (unless the **ADVISER** determines to provide services relative to such assets, in which event the **ADVISER** can include such assets when calculating **ADVISER's** compensation under this **Agreement**).

10. 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 **ADVISER** 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 (prorated through the date of termination). Upon the termination of this **Agreement**, **ADVISER** will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the **Account** and will refund any unearned advisory fees.

11. Assignment. This **Agreement** may not be assigned (within the meaning of Investment Advisers Act of 1940, as amended (the "Advisers Act") by either **CLIENT** or **ADVISER** without the prior consent of the other party. **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of **ADVISER** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act. Should there be a pending assignment of this Agreement (within the meaning of Advisers Act), the **CLIENT** will be provided with written notice of such event. If the **CLIENT** does not object to such assignment, in writing, it will be assumed that the **CLIENT** has consented to the assignment, and services will continue to be provided to the **CLIENT** under the terms and conditions of this Agreement. Examples of an assignment include, but are not limited to the sale of the assets of the **ADVISER** to an unaffiliated investment adviser, a merger of the **ADVISER** into an unaffiliated investment adviser, or a material change in the ownership of the **ADVISER**.

12. Non-Exclusive Management. **ADVISER**, its officers, employees, and agents, 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 **ADVISER** does for the **Assets**. **CLIENT** expressly acknowledges and understands that **ADVISER** shall be free to render investment advice to others and that **ADVISER** does not make its investment management services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon **ADVISER** any obligation to purchase or sell, or to recommend for purchase or sale, for the **Account** any security which **ADVISER**, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of **ADVISER** such investment would be unsuitable for the **Account** or if **ADVISER** determines in the best interest of the **Account** it would be impractical or undesirable.

13. Death/Disability/Incompetency. The death, disability or incompetency of **CLIENT** will not terminate or change the terms of this **Agreement**. However, **CLIENT's** executor, guardian, attorney-in-fact or other authorized representative may terminate this **Agreement** by giving written notice to **ADVISER**. The **CLIENT** recognizes that in the event of the death, disability or incompetency of the **CLIENT**, the custodian may not permit further **Account** transactions until custodian required documentation is provided.

14. Arbitration. Unless expressly prohibited by applicable securities laws, and subject to the conditions and exceptions noted below, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration

Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **ADVISER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both ADVISER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.** **CLIENT** acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of **ADVISER's** fee pursuant to this **Agreement**, **ADVISER**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.

15. Disclosure Brochure. **CLIENT** hereby acknowledges prior receipt of a copy of the **ADVISER's** written disclosure Brochure set forth on Part 2A of Form ADV, together with the corresponding Part(s) 2B Brochure supplement(s) for the **ADVISER** representative(s) providing services to the **CLIENT**. The Brochure discusses the scope of the **ADVISER's** services, fees, and any corresponding **conflicts of interest**.

16. Severability. Any term or provision of this **Agreement** that 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.

17. Client Conflicts. If the **Assets** are held in a joint **Account**, **ADVISER's** services shall be based upon the joint goals communicated to the **ADVISER**. **ADVISER** shall be permitted to rely upon instructions from either party with respect to the **Assets** that are jointly owned, unless and until such reliance is revoked in writing to **ADVISER**.

18. Privacy Notice/Form CRS. The **CLIENT** acknowledges prior receipt of **ADVISER's** *Privacy Notice*, and, if a retail (non-institutional) investor, *Form CRS* (Relationship Summary). *Form CRS* defines a retail investor as "a natural person or legal representative of such natural person, who seeks to receive or receives services primarily for personal, family, or household purposes."

19. Promoters. If the **CLIENT** was introduced to the **ADVISER** through a Promoter, the **ADVISER** may compensate that Promoter for the introduction in accordance with the Investment Advisers Act of 1940. The compensation shall be paid solely from Adviser Compensation as defined in this **Agreement** and shall not result in any additional charge to the **CLIENT**. The **CLIENT** acknowledges receipt of the written Disclosure Statement from the Promoter disclosing the arrangement with the **ADVISER**.

20. Entire Agreement. This **Agreement** represents the entire agreement between the parties. This agreement supersedes and replaces, in its entirety, all previous agreements regarding the **Account(s)** between the **CLIENT** and the **ADVISER**.

21. Amendments. The **ADVISER** may amend this **Agreement** upon written notification to the **CLIENT**. Unless the **CLIENT** notifies the **ADVISER** to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

22. Applicable Law/Venue. 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 Nebraska. In addition, to

the extent not inconsistent with applicable law, the venue (i.e., location) for the resolution of any dispute or controversy between **ADVISER** and **CLIENT** shall be the County of Douglas, State of Nebraska.

23. Electronic Delivery/Signature. The **CLIENT** authorizes the **ADVISER** to deliver, and the **CLIENT** agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the **ADVISER**'s internet web site, as well as all other correspondence from the **ADVISER**. **ADVISER** shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the **CLIENT**'s last provided email address (or upon advising the **CLIENT** via email that such document is available on the **ADVISER**'s web site and/or in the **CLIENT**'s portal). **Please Note:** It is the **CLIENT**'s obligation to notify the **ADVISER**, in writing, of any changes to the **CLIENT**'s email address. Until so notified, the **ADVISER** shall rely on the last provided email address. The **CLIENT** acknowledges that the **CLIENT** has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents and further consents to electronically receive, review, and sign (if an electronic signature option is provided by **ADVISER**) paperless documents received electronically from the **ADVISER**. These electronic documents may include, but are not limited to, investment advisory agreements, new account forms, and custodial agreements. If, at any time, the **CLIENT**'s electronic delivery situation changes, or the **CLIENT** is unable to open a specific document, the **CLIENT** agrees to immediately notify the **ADVISER** so that the specific issue can be addressed and resolved. **Please Also Note:** The **CLIENT** releases and holds the **ADVISER** harmless from any and all claims and/or damages of whatever kind resulting from the **ADVISER**'s electronic transmission of information, provided that **ADVISER** has correctly addressed the electronic transmission to the **CLIENT** and/or other intended recipient.

24. Wire Transfers. The **CLIENT** acknowledges that any written request made to the **ADVISER** to assist in the transfer of funds from the **Account** will not be acted upon by the **ADVISER** until the **ADVISER** has first confirmed the authenticity of the request with the **CLIENT**.

25. Representations/Authority. **CLIENT** warrants and represents that he/she/they/it has (have) all requisite legal authority to execute this **Agreement**, and that there are no encumbrances on the **Assets**. **CLIENT** correspondingly agrees to immediately notify **ADVISER**, in writing, in the event that either of these representations should change. The **CLIENT** specifically represents as follows:

(a) If **CLIENT** is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain **ADVISER**, (3) the execution of this **Agreement** will not violate any law or obligation applicable to the **CLIENT**; and, (4) the **CLIENT** owns the **Assets**, without restriction;

(b) If **CLIENT** is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain **ADVISER**, (3) the execution of this **Agreement** will not violate any law or obligation applicable to the **CLIENT**, and, (4) the **CLIENT** owns the **Assets** without restriction;

(c) Neither the **CLIENT**, nor any immediate family member, officer, director, member, partner, or employee of the **CLIENT**, is an officer or director of a publicly traded company. The **CLIENT** agrees to notify the **ADVISER**, in writing, in the event that there is a change in this representation; and

(d) If **CLIENT** is a retirement plan ("**Plan**") organized under the Employment Retirement Income Security Act of 1974 ("ERISA"), the **ADVISER** represents that it is an investment fiduciary registered under The Investment Advisers Act of 1940 and the **Plan** represents that it is validly organized and is the beneficial owner of the **Assets**. The **Plan** acknowledges that **ADVISER**'s services shall be limited to the management of the **Assets**, and **do not include** legal, accounting, or plan administration services (unless the **ADVISER** expressly agrees, in writing, to provide plan administration services). Unless otherwise reflected on Schedule "A", the only source of compensation to **ADVISER** under this **Agreement** shall be the fee paid to **ADVISER** by the **Plan**. The **Plan** further represents that **ADVISER** has been furnished true and complete copies of all documents establishing and governing the **Plan** and evidencing **Plan**'s authority to retain **ADVISER**. The **Plan** will furnish promptly to **ADVISER** any amendments and further agrees that, if

any amendment affects the rights or obligations of **ADVISER**, such amendment will not be binding on **ADVISER** until agreed to by **ADVISER** in writing. If the **Assets** contain only a part of the investments of the **Plan**'s assets, the **Plan** understands that **ADVISER** will have no responsibility for the diversification of all of the **Plan**'s assets, and that **ADVISER** will have no duty, responsibility or liability for **Plan** investments that are not part of the **Assets**. The **Plan** is responsible for voting Proxies per paragraph 8 above.

Signature Page to Follow

IN WITNESS WHEREOF, **CLIENT** and **ADVISER** have each executed this **Agreement** on the day, month and year first above written.

Electronic Signature (to the extent applicable). The **CLIENT** can execute this **Agreement** electronically. The **CLIENT** agrees that by clicking on an "Agree," "Execute," "Finish," "Sign", or other similarly worded button or entry field with a mouse, keystroke or other device, this **Agreement** will be legally binding and enforceable and will be the legal equivalent of a handwritten signature on an agreement that is printed on paper.

CLIENT

Client Signature

Date

Client Signature

Date

AVIOR WEALTH MANAGEMENT, LLC

Veronica LeDuc,
Chief Compliance Officer & General Counsel

Date