

**WITT FINANCIAL ADVISORS, INC.
ASSET MANAGEMENT AGREEMENT**

This agreement is made this **th day of** _____, **20_** by and between **Witt Financial Advisors, Inc.**, a Colorado Corporation ("WFA") and, _____ "Client".

Whereas, WFA, a Registered Investment Advisor under applicable state laws and duly registered or exempt from registration in all applicable jurisdictions concerning Client's account, with full power and Authority to conduct its business as required by law and qualified to do business in such jurisdictions as required for the transactions contemplated hereunder, is engaged in the business of providing investment management services,

Whereas, Client wishes to engage WFA to provide said services.

Now, therefore, the parties agree as follows:

I. WFA, as Manager, Shall:

- a. Provide a consulting service to client which includes the analysis of the client's investment objectives.
- b. Based on the analysis implement the investment objectives, including asset allocation.
- c. Remain available to Client during normal business hours for consultation regarding the administration of Client's account and financial situation or investment needs; and,
- c. Assist, if necessary, in the establishment of a custodial account for the benefit of the Client with an authorized custodian.

II. WFA Represents:

- a. There is no litigation or regulatory proceeding pending or threatened against WFA which would affect WFA' ability to carry out its duties under this agreement;
- b. The representations and warranties made herein shall be deemed continuing and if, at any time, any event occurs which would make or tend to make any of such representations and warranties not true, WFA will notify Client in writing within ten days of such event.

III. Client as Recipient of Manager's Services:

- a. Agrees to provide Advisor with a completed questionnaire and will furnish such other information as may be required, including supporting documents. The Client understands that the recommendations of the Advisor will be based upon the information provided by the Client, agrees to inform Advisor of any material changes in the information which the Client has supplied and further agrees to indemnify and hold Advisor harmless from any liability which may arise in any manner or form on account of inaccurate or incomplete information which the Client may furnish. However, Client is informed that federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore, nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal securities laws.
- b. Acknowledges receipt of the Form ADV Part II of WFA as the most recent disclosure document as filed by WFA with applicable state regulators.
- c. Agrees to notify WFA of any restriction on account investments.

IV. Discretionary Authority.

The Client hereby appoints Advisor and its authorized agents as its agent and attorney-in-fact with full power and authority to buy, sell, or exchange securities for the Client's account and risk in the Client's name or number. In this capacity, Advisor is authorized to receipt for statements of Client and render same periodically to Client. This authorization shall be effective only as to those assets placed under the management of Advisor. Advisor shall for a fee, as hereinafter set forth, regularly and continuously during the term of this Agreement. Determine the investment policy and the investment program for the Account in light of the financial position, needs, and objectives of the Client based upon information regarding such position, needs, and objectives furnished by the client.

V. The parties understand and further agree to the following terms and conditions:

- a.. Basis of Advice Recommendations made by WFA will be based on information received from publicly available sources. WFA does not claim to have sources of inside or private information and our recommendations are based on our professional judgement. WFA cannot guarantee the results of any investment.

Since the services rendered under this Agreement are advisory in nature, Client agrees that Advisor shall not be held liable in any way relating to the performance of the service hereunder, as long as Advisor acted in good faith and was in no way in violation of applicable federal and state security laws. Client understands that no assurance can be provided by Advisor that the investment objective(s) of Client will be obtained.

In the event that controversies arise between Advisor and Client, concerning any transaction, performance, or breach of this Agreement, it is agreed that such controversies shall be determined by arbitration before a panel of independent arbitrators set up by either the New York Stock Exchange, Inc. the National Association of Securities Dealers, Inc., the American Arbitration Association, or any other industry forum to the extent expressly provided as an alternative under the securities laws of the State of Colorado. It is agreed that judgment upon any arbitration award may be entered in any court of competent jurisdiction. The following provisions are accepted as regards the arbitration process:

- Arbitration is final and binding on the parties.
- The parties waive their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and different from court proceedings.
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

- b. Schedule of Fees Management Fees will be charged to the Client according to the following schedule:

Assets Under Management	Maximum Qtrly Annual Management Fee Stocks, Mutual Funds & ETFs
Less than \$99,999	0.375% (1.50% per year)
\$100000 - \$499,999	0.275% (1.10% per year)
\$500000 - \$999,999	0.2375% (0.95% per year)
over \$1,000,000	0.20% (0.80% per year)

Assets Under Management	Management Fee Mutual Funds & ETFs
Less than \$99,999	.25% (1.00% per year)
\$100000 - \$499,999	.20% (0.80% per yr)
\$500000 - \$999,999	.175% (0.70% per yr)
over \$1,000,000	.15% (0.60% per yr)

Fees may be negotiable on a limited basis.

c. Payment of Fees

Management Fees are charged in arrears, based on the asset value of Client's account at the end of the previous quarter or the initial investment. Such fees may be amended from time to time by WFA upon sixty (60) days' written notice to Client.

WFA wishes to state that, at times, the fees and commissions earned may be different from those earned by other advisers for similar services. WFA shall not be compensated on the basis of a share of either capital gains or capital appreciation, or any portion of the portfolio.

- d. Fees Charged by Mutual Funds. It is understood that fees paid to fund managers by mutual funds are deducted from each fund's Net Asset Value and as such shall be an indirect expense to the account. It is also understood that WFA may recommend investments in certain funds charging the account low front-end fees, exchange fees, and/or 12b-1 fees if in WFA' judgement such investments are appropriate and as such would be charged to the account.
- e. Confidentiality. WFA and Client agree that no information or data furnished by Client to WFA will be disclosed by WFA to any other person, firm, or entity without Client's prior consent, unless such disclosure is required by law.
- f. Conflicts of Interest. It is understood that WFA performs investment advisory services for clients other than Client.
- g. Periodic Reviews. WFA shall review the account assets of the Client on an ongoing basis. The review will include any statements generated by any investment company, brokerage firm or custodian holding the Client's assets.
- h. Rescission. Client may rescind this investment management agreement within five (5) business days of its execution without penalty.
- i. Termination. Either party may terminate this management agreement by giving notice in writing from either party to the other.
- j. Assignment. WFA shall not assign this Agreement without the prior consent of Client. The term "assign" as used in this Paragraph includes any direct or indirect transfer or hypothecation of the Agreement by WFA or of a controlling block of WFA' outstanding voting securities by a security holder of WFA.
- k. Notice. Any notice to be given shall be in writing and delivered to WFA at 6221 S. Potomac Way, Englewood, CO 80111 and if to Client, to the address set forth on the account.
- l. Waiver. The waiver by either party hereto of any breach of any provisions of the Agreement by

the other party hereto shall not constitute a waiver of any provision of this Agreement nor shall such waiver extend to future breaches of the same or other provision of this Agreement.

- m. Governing Law. This Agreement and its interpretation and enforcement shall be governed and controlled by the laws of the State of Colorado and applicable Federal law.

- n. Certification. Client certifies to be at least 18 years of age and of full legal age in the state in which Client resides. In consideration of WFA accepting one or more accounts, Client hereby acknowledges having read, understood and agreed to the terms and conditions set forth herein. Further Client certifies under penalty of perjury to WFA and any transfer agent or Broker/Dealer that the Social Securities or Federal Tax Identification number provided by client to WFA in the account information section is correct.

In witness whereof, the parties have executed this agreement as of the date first written above.

Client:

Printed Name:

Client (if joint account):

Printed Name:

Please review this agreement to ensure that each section is complete. If incomplete, or if required signatures are missing the agreement will be returned and the account will not be opened.

Accepted for **WFA** by:

AUTHORIZED SIGNATURE:

Jayesh M. Shah

TITLE: President

DATE:

5299 DTC Blvd, Suite 1300
Greenwood Village CO 80111