

AE Wealth Management, LLC Managed Account Client Agreement

This Managed Account Client Agreement (“Agreement”) is entered into between and agreed to by

_____ (“Client”) and AE Wealth Management,
Print Client Name(s) Here

LLC (“AEWM”), a registered investment adviser located at 2950 SW McClure Rd, Suite B, Topeka, Kansas 66614. By executing this Agreement, Client retains AEWM to provide the services described in this Agreement.

- 1. Managed Account Services.** Client is opening a discretionary advisory account with AEWM. The Account will consist only of separate account(s) held by qualified custodian(s) under the name of Client. The qualified custodian(s) will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account.

Client hereby appoints AEWM as its investment adviser of record of the Account and AEWM hereby assigns the investment adviser representative identified in Addendum I as its investment adviser representative (IAR) of record for the Account. IAR will assist Client in completing a client profile questionnaire that must be signed by Client. Client acknowledges that AEWM will rely upon the signed client profile questionnaire and the information provided by Client to IAR.

IAR will provide recommendations to Client to utilize specific third-party manager(s) (individually “Model Manager” and collectively “Model Managers”) to provide models and trade signals for managing the Account or a portion of the assets of Account. IAR is only able to recommend Model Managers which have been approved by AEWM. AEWM will conduct due diligence of any recommended/selected Model Manager and monitor the performance of the Model Manager with respect to the Model Manager’s models and/or trade signals relative to appropriate peers and/or benchmarks.

All trading for the Account will be conducted by a third-party service provider referred to herein as the “platform provider.” The platform provider will implement the Model Manager’s(s’) model(s), selected by IAR, for the Account by acquiring the fund shares or investments that are represented in the selected model portfolios of the Model Manager(s). Client hereby grants the platform provider with the discretionary authority (based upon the selected Model Manager’s(s’) designated portfolio model(s) and/or trade signals without first consulting with Client) to make all decisions to buy, sell or hold securities, cash or other investments for such portion of the Account. Client also grants the platform provider with the power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the qualified custodian(s) of the Account. Client authorizes the platform provider and/or AEWM to provide a copy of this Agreement to the qualified custodian or any broker or dealer, through which transactions will be implemented on behalf of Client, as evidence of platform provider’s authority under this Agreement.

AEWM will not have discretionary authority to select any specific funds or investments for the Account under this program except as described below. IAR will be available to answer questions Client may have regarding any portion of Client’s Account managed by a Model Manager and will act as the communication conduit between Client, the platform provider, and the Model Manager.

Client will timely notify IAR of any changes to Client’s financial situation, investment objectives or risk tolerance or if Client wants to impose and/or modify any reasonable restrictions on the management of the Account. At least annually, IAR will contact Client to determine whether Client’s financial situation, investment objectives or risk tolerance have changed, or if Client wants to impose and/or modify any reasonable restrictions on the management of the Account. IAR will be reasonably available to consult with Client relative to the status of the Account. IAR will promptly contact Client regarding any notifications from AEWM, the platform provider, Model Manager, qualified custodian, product sponsor or security issuer as it relates to Client’s Account or accounts holding such assets.

Client may impose reasonable restrictions on the management of the Account, including the ability to instruct Model Managers not to purchase securities on behalf of Client. All reasonable restrictions, including special instructions and limitations, regarding the investments and management of Client's Account are noted as follows: _____

Client is entitled to change the reasonable restrictions set forth above at any time. All changes to the reasonable restrictions must be delivered to AEW in writing.

AEW will review and monitor on an ongoing basis each selected Model Manager's investment management services for the Account to ensure that Model Manager's investment management services continue to be suitable and appropriate for client's financial circumstances, objectives, preferences and restrictions. If AEW is concerned that such investment strategy or tactics are no longer authorized, suitable or appropriate for Client's Account, AEW will notify Client of such concern.

Client understands that: (a) IAR is an independent contractor of AEW and not an employee of AEW; (b) all investment advisory agreements must be accepted by AEW's Chief Operating Officer; and (c) IAR is not authorized to accept any investment advisory agreement on behalf of AEW.

Client further understands that the managed account services provided under this Agreement do **not** include financial planning, consulting or any other similar services. Client must execute a separate agreement for the financial planning or consulting services of AEW.

2. Discretion to Hire/Fire Model Manager.

_____(Client(s) Must Initial). Client hereby grants AEW discretionary authority (without first consulting with Client) to establish and/or terminate a relationship with a Model Manager for purposes of managing the Account or a portion of the Account determined by AEW. Client also grants AEW with discretionary authority (without first consulting with Client) to reallocate the amount of funds within the Account that are in a particular Model Manager's model; under no circumstances will AEW have discretionary authority to transfer funds or assets outside of the Account.

3. Fees. Investment advisory fees of AEW are charged based on a percentage of assets under management, billed in arrears (at the end of the billing period) on a monthly basis and calculated based on the average daily balance of the Account during the current billing period. Fees are prorated based on the number of days service is provided during each billing period. If managed account services are commenced in the middle of the billing period, then the prorated fee for that billing period will be billed in arrears at the end of that billing period.

AEW allows IAR to set the exact investment advisory fees under this Agreement within ranges provided by AEW. As a result, Client's IAR may charge more or less for the same service than another investment adviser representative of AEW. Further, the annual investment advisory fee of AEW may be higher than that charged by other investment advisers offering similar services/programs. In addition to compensation of AEW, Client will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The annual fee for managed account services under this Agreement will be set forth in a Client Fee Disclosure(s) which upon execution will be attached hereto and become a part hereof.

The investment advisory fees will be deducted from the Account and paid directly to AEW. AEW has contracted with an unaffiliated service provider to calculate the fee and instruct the qualified custodian(s) to deduct the fee and pay AEW in

accordance with this Agreement. AEW, the platform provider and other service providers, and Model Manager(s) will split the investment advisory fee in accordance with agreements between such parties. Client authorizes the qualified custodian(s) of the Account to deduct fees from the Account in accordance with the instructions of the platform provider and other service providers and pay such fees directly to the parties. At least quarterly, Client will receive account statements from the qualified custodian(s) of the Account detailing transactions in the Account, including investment advisory fees charged. Client should review the Account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Billing Options

Non-Wrap Fee Account. A Non-Wrap Fee Account is an account in which Brokerage commissions and/or transaction fees are separately charged by the qualified custodian per transaction and are billed directly to Client by the qualified custodian.

Wrap Fee Account. A Wrap Fee Account is an account in which the Client is not separately charged for transaction charges associated with trade execution. All transaction fees charged by the qualified custodian for the Account will be included in the fee for asset management services charged by AEW. Transaction fees are billed directly to AEW by the qualified custodian for the Account and AEW will not receive any portion of such fees. Regardless of whether this option is selected, certain securities/accounts may be billed by the custodian on a transactional basis if so designated on a Transactional Account Fee Disclosure.

CHECK HERE TO SELECT THE WRAP FEE ACCOUNT OPTION

(If the wrap fee option is not checked, the Account will be billed as a Non-Wrap Fee Account.)

_____ (Client(s) Must Initial). Client hereby acknowledges the billing option selected above.

AEW will not receive any portion of such commissions or fees from the qualified custodian or Client. In addition, Client may incur certain charges imposed by third parties other than AEW in connection with investments made through the Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by AEW are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment company security's prospectus.

4. **Brokerage Practices.** Client will establish and maintain the Account through a qualified custodian approved by AEW.
5. **Block Trading Policy.** Platform provider is authorized in its discretion (but is not obligated) to aggregate, batch or combine purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of AEW. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained. AEW will endeavor to process all Account transactions in a timely manner, but AEW neither represents nor warrants that any such transaction will be processed or effected by the qualified custodian or broker-dealer on the same day as requested.
6. **Reports.** Client will receive statements of Account from the qualified custodian(s) at least quarterly. Additionally, AEW may provide performance reports for the Account upon Client's request. Client is strongly urged to compare any reports received from AEW against Client's Account statements received from the qualified custodian(s). Discrepancies between reports received from AEW and the statements received from the qualified custodian(s) should be reported immediately to AEW and the qualified custodian(s).

7. **Administrative Services Provided by Platform and Service Providers.** AEWB may hire/fire at its discretion a platform provider and other service provider(s) for the purpose of exercising discretion to buy/sell securities for the Account in accordance with the models and trade signals of selected Model Managers and to provide due diligence on Model Managers, technology, and administrative and back-office services related to the managed account services provided by AEWB to the Account. Such services provided by service provider(s) may include, but are not necessarily limited to, due diligence of the Model Managers, access to service provider's technology platform and/or assistance with data reconciliation, performance and/or position reporting, fee calculation and billing, marketing and presentation materials, client database maintenance, quarterly performance evaluations, payable reports, web site administration, order entry, and other functions related to the administrative tasks of providing investment advisory services to the Account. Due to these arrangements, such service provider(s) will have access to the Account and/or Client's information. Service provider(s) will charge a fee to AEWB for providing administrative and back-office services, which may be based upon the value of the Account, however, any such fee is paid by AEWB from the portion of the overall investment advisory fee charged by AEWB.
8. **Account Valuation.** For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ at the closing price will be valued on the valuation date, on the principal market where the securities are traded. Other securities or investments in the Account will be valued in a manner that AEWB and its service provider(s) believe in good faith reflects the fair market value.
9. **ERISA Accounts.** If the services under this Agreement involve AEWB providing advice about securities to an account that is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or similar government regulation, AEWB acknowledges that this advice would constitute investment advice to a retirement plan or to retirement plan assets for compensation and, as a consequence, such party would be deemed a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of ERISA. AEWB will act in good faith and with the degree of diligence, care, and skill that a prudent person rendering similar services would exercise under similar circumstances.

If Client grants AEWB discretion to select securities in an ERISA account pursuant to this Agreement, AEWB would be considered an "investment manager" as defined in Section 3(38) of ERISA. If Client does not grant discretionary authority pursuant to this Agreement, AEWB is not considered an investment manager and does not have the power to manage, acquire or dispose of any plan assets. AEWB is not the "Administrator" of Client's retirement plan as defined in ERISA.

10. **Client's Responsibilities.** Client recognizes the value and usefulness of the services of AEWB will depend upon the accuracy and completeness of the information that Client provides to AEWB, upon Client's active participation in the formulation of the investment objectives, and upon Client's participation in the implementation of the advice to attain those objectives. Client will provide AEWB all requested information and required documents that AEWB may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. AEWB will not be responsible for the verification of the information and documentation provided by Client.

Client will notify AEWB in writing of any material change to Client's financial circumstances or investment objectives.

11. **Non-Exclusive Relationship.** Client acknowledges and agrees that AEWB may manage investments for other clients and may give other clients advice or take actions for them, for AEWB's accounts, or for accounts of persons related to AEWB that is different from the advice AEWB gives Client or actions AEWB takes for Client. AEWB is not obligated to buy, sell or recommend for Client any security or other investment that AEWB may buy, sell or recommend for any other clients, for AEWB's accounts or for the accounts of persons related to AEWB.

If AEWB obtains material, non-public information about a security or its issuer that AEWB may not lawfully use or disclose, AEWB will have no obligation to disclose the information to Client or use it for Client's benefit.

- 12. Basis of Advice.** Client acknowledges that AEW and the Model Managers obtain information from a wide variety of publicly available sources. AEW and the Model Managers do not have sources of inside or private information. The recommendations developed by AEW are based upon the judgments of AEW. AEW and the Model Managers cannot guarantee the results of any recommendations and models/trade signals.
- 13. Risk.** There are significant risks associated with investing in securities including the complete loss of all principal invested, and this risk applies even when the Account is managed in accordance with the models and trade signals of a recommended Model Manager. Past performance of any security does not indicate its future performance. AEW cannot guarantee the future performance of the Account, promise any specific level of performance or promise that AEW and/or a selected Model Manager's investment decisions, strategies, models or overall management of the Account will be successful. Client represents that no party has made any guarantee, either oral or written, that Client's investment objectives will be achieved.

Client acknowledges that the Account is designed for long-term investments and that asset withdrawals may impair achievement of Client's investment objectives.

The investment recommendations of AEW and models/trade signals of Model Managers on behalf of Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In supervising the Account, AEW will not consider any other securities, cash or other investments of Client unless Client has told AEW to do so in Client's written instructions to AEW.

Except as may otherwise be provided by law, AEW, the Model Managers, and the platform provider will not be liable to Client for any loss (i) caused by following Client's instructions, or (ii) caused by independent acts which were not pursuant to instructions of AEW, the Model Managers, or the platform provider. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

- 14. Conflicts of Interest.** The following disclosures are provided regarding the background and business practices of AEW:
- (a) In a capacity separate from AEW, certain individuals serving as investment adviser representatives of AEW are also registered representatives of a broker/dealer. Client should review Client's assigned investment adviser representative's Form ADV Part 2B Brochure Supplement to determine whether Client's investment adviser representative is separately serving as a registered representative of a broker-dealer. Client is not obligated in any manner to utilize the services of any such broker-dealer.

If Client's investment adviser representative is also a registered representative, a broker-dealer may have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about Client, even if Client does not establish any account through such broker-dealer. If Client would like a copy of the privacy policy of the broker-dealer, please contact the assigned investment adviser representative.

If Client elects to utilize the services of his or her assigned investment adviser representative in his or her separate capacity as a registered representative of a broker-dealer, this individual may sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, and variable annuity and variable life products to Client. As such, this individual may suggest that Client implement investment advice by purchasing securities products through a commission-based brokerage account in addition to or in lieu of a fee-based investment-advisory account. This receipt of commissions creates an incentive to recommend those products for which this individual will receive a commission in his or her separate capacity as a registered representative of a broker-dealer. Consequently, the objectivity of the advice rendered to Client could be biased.

(b) In a capacity separate from AEW, certain investment adviser representatives are also licensed as insurance agents. Client is not obligated in any manner to purchase insurance or annuity products through such individuals. If Client elects to purchase an insurance or annuity product through such individual in his or her separate capacity as an insurance agent, this individual will receive a commission. Consequently, the objectivity of the advice rendered to Client could be biased.

15. **Proxy Voting.** AEW does not vote proxies on behalf of Client. Client is instructed to read through the information provided with the proxy-voting documents and make a determination based on the information provided. If requested, AEW may provide limited clarifications of the issues presented in the proxy voting materials based on AEW's understanding of issues presented in the proxy-voting materials. However, Client will have the ultimate responsibility for making all proxy-voting decisions.
16. **Class Actions, Bankruptcies, and Other Legal Proceedings.** AEW and Co-Advisor will not advise or act on behalf of Client in legal proceedings involving companies whose securities are held or previously were held in Client's account(s), including, but not limited to, the filing of "Proofs of Claim" or similar filings in bankruptcies and class action settlements.
17. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services under this Agreement.
18. **Client Conflicts.** If this Agreement is between AEW and related or joint clients (e.g. husband and wife, life partners, etc.), AEW's services will be based upon the joint goals communicated by Client to AEW. AEW will be permitted to rely upon instructions from either party, who has signed this Agreement as a client, with respect to disposition of the Account, unless and until such reliance is revoked in writing to AEW. AEW will not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.\
19. **Client Death or Disability.** Client's death, disability or incompetency will not automatically 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 AEW.
20. **Termination.** The services under this Agreement are continuous until terminated by either party as described below. The services will terminate upon either party providing written notice of termination to the other party. Termination of this Agreement will not affect (i) the validity of any action previously taken by AEW 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 the investment advisory fees (prorated through the date of termination). Upon the termination of this Agreement, AEW, platform provider, other service providers, and Model Manager(s) will have no obligation to recommend or take any action regarding the securities, cash or other investments in the Account.
21. **Confidentiality.** Any non-public information about Client will be treated as confidential and will not be disclosed to third parties except as required by law or to effectuate the services under this Agreement. Any disclosure by AEW to third parties of non-public information provided by Client will be made in accordance with applicable law and the privacy policies of AEW as may be amended from time to time.

If Client's assigned investment adviser representative also serves as a registered representative of a broker-dealer, AEW may also share information with such broker-dealer, which has supervisory obligations over investment adviser representatives of AEW who are separately licensed as registered representatives of the broker-dealer. Such broker-dealer will have access to certain confidential information (e.g., financial information, investment objectives, transactions and holdings) about Client, even if Client does not establish an account through the broker-dealer. Client will be provided a copy of broker-dealer's privacy policy. At any time, Client may request another copy of the broker-dealer's privacy policy by submitting a request to AEW and AEW will ensure Client is promptly provided with a copy of the broker-dealer's privacy policy.

22. **Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, or sent by fax or e-mail, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to AEWM should be sent to the main address of AEWM. All notices or communications to Client will be sent to the address last provided by Client.
23. **Applicable Law.** This Agreement will be construed under the laws of the State of Kansas. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 or any rule thereunder. In addition, to the extent not inconsistent with applicable law, the venue (i.e., location) for the resolution of any dispute or controversy between AEWM and Client will be in the State of Kansas.
24. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.
25. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.
26. **Amendments.** This Agreement may be amended by the mutual written agreement of AEWM and Client.

Additionally, AEWM shall have the right to amend this Agreement by providing Client with a written notice. In order for AEWM to amend this Agreement by written notice, AEWM will provide Client with the written notice at least sixty (60) days in advance of the effective date of the proposed changes, and the written notice will be sent by AEWM to Client's address of record, explain the proposed changes to the Agreement, state the scheduled effective date for the proposed changes, and disclose Client's right to reject in writing the proposed changes or terminate this Agreement.

If Client fails to object in writing to the proposed changes under the written notice before the date that the changes are scheduled to become effective, Client will be deemed to have consented to the proposed changes.

If Client rejects in writing any proposed changes under the written notice, AEWM will not be authorized to make the proposed changes. Additionally, if Client rejects any of the proposed changes under the written notice and AEWM subsequently elects to terminate this Agreement, AEWM will provide Client with a written termination notice effective no earlier than sixty (60) days after the later of (i) the proposed effective date of the changes or (ii) the date when Client receives the written termination notice.

27. **Representations.** AEWM represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit this Agreement.

28. **Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client(s) acknowledge(s) receipt of the below initialed documents on _____, 20____:

_____ Form ADV Part 2A of AEWM

_____ Form ADV Part 2A-Appendix 1 Wrap Fee Disclosure Brochure of AEWM

_____ Privacy Policy Notice of AEWM

_____ Form ADV Part 2B Brochure Supplement for assigned IAR of AEWM

_____ Form ADV Part 2A of the platform provider

_____ Privacy Policy Notice of the platform provider

29. Electronic Delivery. Client authorizes AEWB to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from AEWB, via electronic mail. Information and documents provided by AEWB will include, but are not necessarily limited to, Form ADV updates and offers, account reports prepared by AEWB, AEWB's annual Privacy Policy Notices, disclosures required under section 408(b)(2) of ERISA, and other written communications from AEWB. AEWB may receive, via electronic means, Client's consent to assignment of this Agreement. When using electronic delivery, AEWB will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may notify AEWB in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.

30. Arbitration. To the extent permitted by the laws where Client resides, any controversy or dispute which may arise between Client and AEWB concerning any transaction or the construction, performance or breach of this Agreement will be settled by arbitration. Any arbitration will be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel will consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision will be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators will be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:

- Arbitration is final and binding on all parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- 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.
- The decision and award of the arbitration panel shall include an order that the non-prevailing party pay all fees, costs, and expenses, including reasonable attorney's fees, incurred by the prevailing party in relation to the arbitration.

The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, will not preclude its assertion before the arbitrators. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the state and/or federal securities laws.

This Agreement contains a Pre-Dispute Arbitration clause that each party has read, understood, and hereby accepts as witnessed by the signature below.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is effective as of the date of execution by AE Wealth Management, LLC.

If more than one, all principals to the account must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

ACCEPTED BY FIRST PRINCIPAL:

Client's Signature

Date

Client's Printed Name

Capacity Signing As (if applicable)

ACCEPTED BY SECOND PRINCIPAL (if applicable):

Client's Signature

Date

Client's Printed Name

Capacity Signing As (if applicable)

ACCEPTED BY AE Wealth Management, LLC

Date

ADDENDUM I

**ACKNOWLEDGEMENT OF ASSIGNED
INVESTMENT ADVISER REPRESENTATIVE**

The following investment adviser representative acknowledges his or her assignment by AEWM as investment adviser representative of record for the Account under this Agreement and understands the terms of this Agreement.

Investment Adviser Representative's Signature

Date

Investment Adviser Representative's Printed Name

ADDENDUM II CLIENT SUITABILITY QUESTIONNAIRE

This Client Suitability Questionnaire is designed to assess your investment objectives and financial circumstances. A separate risk tolerance questionnaire may be requested by your Investment Advisor Representative.

1. Name of First Principal: _____
First MI Last

2. Name of Second Principal: _____
 (If Applicable) First MI Last

3. Relationship of First and Second Principal: _____

4. Date of Birth of First Principal: _____ 5. Date of Birth of Second Principal: _____

6. This Client Suitability Questionnaire Applies to:
 All Household Accounts
 The Following Described Account(s)/Strategy(s): _____

7. Annual Household Income from all sources: \$ _____

8. Estimated Net Worth (excluding primary residence): \$ _____

9. Liquid Net Worth (cash, stocks, bonds, etc.): \$ _____

10. Federal Income Tax Rate: 15% or below 16%-28% 29%-35% over 35%

11. Primary Investment Objective:
 Preservation of Capital
 Income
 Income and Growth
 Growth of Capital
 Aggressive Growth

12. Risk Tolerance:
 Conservative
 Moderately Conservative
 Moderate
 Moderately Aggressive
 Aggressive

13. Investment Time Horizon:
 0-4 years
 5-9 years
 10-12 years
 13-16 years
 17-20 years

14. General Investment Goal:
 College Funding
 Comfortable Retirement
 Wealth Accumulation
 Other: _____

15. General Investment Experience
 No Experience
 Minimal Experience
 Somewhat Experienced
 Highly Experienced

16. For each investment category below, check the box that represents the investors' level of knowledge (1 represents little or no knowledge and 5 represents highly knowledgeable):

1 2 3 4 5
 Stocks:

1 2 3 4 5
 Options:

1 2 3 4 5
 Mutual Funds:

1 2 3 4 5
 Bonds:

1 2 3 4 5
 Variable Contracts:

1 2 3 4 5
 LLPs/LLCs:

The client(s) acknowledge(s) that the information in this Client Suitability Questionnaire is a reasonable picture of the financial situation, investment goals, objectives and risk tolerance of the client(s).

 Signature of First Principal Date

 Signature of Second Principal Date

CLIENT FEE DISCLOSURE

This Client Fee Disclosure sets forth the investment advisory fee for asset management services described in a Client Agreement executed by the undersigned Client on _____.
(Insert Date)

Unless otherwise specified in the schedule below, the fee for all household accounts will be	(REQ)
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FOR ANY SPECIFIC MODEL/SLEEVE/ACCOUNT FEES, PLEASE DESIGNATE BELOW:

(example: models with an upcharge, Alternatives, reporting only accounts)

Regardless of whether wrap fee pricing was selected on the Client Agreement, accounts marked as transactional on the table below will be billed on a transactional basis (this means that brokerage commissions and/or transaction fees will be separately charged by the custodian per transaction and charged directly to Client by the custodian). Transactional pricing is set by the custodian and may be changed pursuant to the custodian's policies.

Account	Designation	IAR Fee + Platform Fee	Model Manager Fee	Total Advisory Fee	Transactional (yes or no)

Each custodian has a specific fee structure for non-traded securities such as REITs and BDCs. Current Fees are as follows:

Fidelity charges \$100 per transaction, which includes transfer/re-registration, plus \$250 per year per position. The annual position fee is capped at \$500 per year.

TD Ameritrade charges \$100 per transaction, not including transfer/re-registration, plus \$250 per position per year. There is no annual cap on fees.

ACCEPTED BY FIRST PRINCIPAL:

ACCEPTED BY SECOND PRINCIPAL (if applicable):

Client's Signature

Date

Client's Signature

Date

Client's Printed Name

Client's Printed Name