

**AE Wealth Management, LLC**  
**Managed Account Co-Advisory Client Agreement**

This Co-Advisory Client Agreement (“Agreement”) is entered into between and agreed to by

\_\_\_\_\_ (“Client”); 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; and  
\_\_\_\_\_  
Print Name of Independent RIA Here (“Co-Advisor”).

By executing this Agreement, Client retains AEWM and Co-Advisor 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 Co-Advisor and AEWM as its co-investment advisers of record of the Account. Co-Advisor will assist Client in completing a client profile questionnaire that must be signed by Client. Client acknowledges that Co-Advisor and AEWM will rely upon the signed client profile questionnaire and the information provided by Client to Co-Advisor.

Co-Advisor 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. The Co-Advisor is only able to recommend (and AEWM is only able to select) 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 Co-Advisor, 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 and Co-Advisor will not have discretionary authority to select any specific funds or investments for the Account under this program except as described below. Co-Advisor 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, AEWM, the platform provider, and the Model Manager.

Client will timely notify Co-Advisor 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, Co-Advisor 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. Co-Advisor will be reasonably available to consult with Client relative to the status of the Account. Co-Advisor 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 Co-Advisor in writing.

Co-Advisor 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 Co-Advisor is concerned that such investment strategy or tactics are no longer authorized, suitable or appropriate for Client's Account, Co-Advisor will notify Client and AEWI of such concern.

Client understands the following: a) Co-Advisor and its associates are not employees of AEWI; b) AEWI reserves the authority to accept investment advisory agreements with clients and Co-Advisor and its associates are not authorized to accept any investment advisory agreement on behalf of AEWI; and c) Co-Advisor or its associates are not authorized to provide investment advice or manage investments on behalf of AEWI.

Client 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 Co-Advisor. If Client has entered into any other agreement(s) with Co-Advisor, this agreement controls the relationship of AEWI, Client, and Co-Advisor to the extent such other agreement(s) conflicts with this agreement.

## 2. **Discretion to Hire/Fire Model Manager.**

\_\_\_\_\_ (Client(s) Must Initial). Client hereby grants Co-Advisor and AEWI 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 Co-Advisor and AEWI. Client also grants Co-Advisor and AEWI 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 Co-Advisor and AEWI have discretionary authority to transfer funds or assets outside of the Account.

## 3. **Fees.** Investment advisory fees of AEWI and Co-Advisor 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.

AEWI allows Co-Advisor to set the exact investment advisory fees under this Agreement within ranges provided by AEWI. As a result, Co-Advisor may charge more or less for the same service than another Co-Advisor/investment adviser representative of AEWI. Further, the annual investment advisory fee of AEWI and Co-Advisor may be higher than that charged by other investment advisers offering similar services/programs.

***The annual fee for managed account services under this Agreement will be set forth in a Client Fee Addendum(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. Co-Advisor has no authority to direct the custodian(s) to make fee deductions. Co-Advisor, 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**

Select one of the options below to choose the primary billing method for your account.

- 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 Client Fee Disclosure.

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

In addition, Client may incur certain charges imposed by third parties 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 AEWI against Client's Account statements received from the qualified custodian(s). Discrepancies between reports received from AEWI and the statements received from the qualified custodian(s) should be reported immediately to AEWI and the qualified custodian(s).

7. **Administrative Services Provided by Platform and Service Providers.** AEWI may hire/fire at its discretion a platform provider and other service provider(s) for 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 AEWI 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 AEWI for providing administrative and back-office services, which may be based upon the value of the Account, however, any such fee is paid by AEWI from the portion of the overall investment advisory fee charged by AEWI.
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 AEWI and its service provider(s) believe in good faith reflects the fair market value.
9. **ERISA Accounts.** If the services under this Agreement involve Co-Advisor or AEWI 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, Co-Advisor and AEWI 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. Co-Advisor and AEWI 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 AEWI discretion to select securities in an ERISA account pursuant to this Agreement, AEWI 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, AEWI is not considered an investment manager and does not have the power to manage, acquire or dispose of any plan assets. AEWI 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 Co-Advisor and AEWI will depend upon the accuracy and completeness of the information that Client provides to Co-Advisor and AEWI, upon Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide Co-Advisor and/or AEWI all requested information and required documents that Co-Advisor and/or AEWI may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. Co-Advisor and AEWI will not be responsible for the verification of the information and documentation provided by Client.

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

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

client any security or other investment that Co-Advisor and/or AEWMM may buy, sell or recommend for any other clients, for Co-Advisor and/or AEWMM's accounts or for the accounts of persons related to Co-Advisor and/or AEWMM.

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

- 12. Basis of Advice.** Client acknowledges that Co-Advisor and AEWMM obtain information from a wide variety of publicly available sources. Co-Advisor and AEWMM will not use sources of insider or private information. The recommendations developed by Co-Advisor and AEWMM are based upon the respective judgments of Co-Advisor and AEWMM. Co-Advisor, AEWMM 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. Co-Advisor and AEWMM cannot guarantee the future performance of the Account, promise any specific level of performance or promise that Co-Advisor, AEWMM 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 Co-Advisor and/or AEWMM 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, Co-Advisor and AEWMM will not consider any other securities, cash or other investments of Client unless Client has disclosed such securities, cash, or other investments to Co-Advisor and/or AEWMM.

Except as may otherwise be provided by law, Co-Advisor, AEWMM, 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 Co-Advisor, AEWMM, 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 AEWMM:
- (a) In a capacity separate from AEWMM and Co-Advisor, certain individuals serving as investment adviser representatives of AEWMM and Co-Advisor are also registered representatives of a broker/dealer. Client should review Client's assigned investment adviser representative's Form ADV Part 2B Supplement Brochure 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 and Co-Advisor, 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 and Co-Advisor do 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, Co-Advisor may provide limited clarifications of the issues presented in the proxy voting materials based on Co-Advisor'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 the 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 Co-Advisor, AEW and related or joint clients (e.g. husband and wife, life partners, etc.), Co-Advisor and AEW's services will be based upon the joint goals communicated by Client to Co-Advisor and AEW. Co-Advisor and 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 Co-Advisor and AEW. Co-Advisor and 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 Co-Advisor and/or 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 Co-Advisor 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, Co-Advisor, 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 or Co-Advisor to third parties of non-public information provided by Client will be made in accordance with applicable law and the privacy policies of AEW and Co-Advisor 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 or Co-Advisor may also share information with such broker-dealer, which has supervisory obligations over investment adviser representatives of AEW or Co-Advisor 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 Co-Advisor and Co-Advisor will ensure Client will promptly be 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 Co-Advisor and AEW should be sent to the main address of each entity. 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 wherein Client resides. 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 Co-Advisor, AEW and Client will be in the State wherein Client resides.
- 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 mutual written agreement of Co-Advisor, AEW and Client.

Additionally, AEW shall have the right to amend this Agreement by providing Client and Co-Advisor with a written notice. In order for AEW to amend this Agreement by written notice, AEW will provide Client and Co-Advisor 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 AEW 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, AEW will not be authorized to make the proposed changes. Additionally, if Client rejects any of the proposed changes under the written notice and AEW subsequently elects to terminate this Agreement, AEW 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.** Co-Advisor and AEW each represent 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) acknowledges receipt of the below initialed documents on \_\_\_\_\_, 20\_\_\_\_:

- \_\_\_\_\_ Form ADV Part 2A of AEW M
- \_\_\_\_\_ Form ADV Part 2A-Appendix 1 Wrap Fee Disclosure Brochure of AEW M
- \_\_\_\_\_ Privacy Policy Notice of AEW M
- \_\_\_\_\_ Form ADV Part 2A Disclosure Brochure of Co-Advisor
- \_\_\_\_\_ Form ADV Part 2B Brochure Supplement for assigned IAR of Co-Advisor
- \_\_\_\_\_ Privacy Policy Notice of Co-Advisor
- \_\_\_\_\_ Form ADV Part 2A of the platform provider
- \_\_\_\_\_ Privacy Policy Notice of the platform provider

29. **Electronic Delivery.** Client authorizes Co-Advisor and AEW M to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from Co-Advisor and/or AEW M, via electronic mail. Information and documents provided by Co-Advisor and/or AEW M will include, but are not necessarily limited to, Form ADV updates and offers, account reports prepared by Co-Advisor and/or AEW M, Co-Advisor and AEW M’s annual Privacy Policy Notices, disclosures required under section 408(b)(2) of ERISA, and other written communications from AEW M. AEW M may receive, via electronic means, Client’s consent to assignment of this Agreement. When using electronic delivery, Co-Advisor and AEW M 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 Co-Advisor and AEW M 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, Co-Advisor and AEW M 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. Provided, Client shall not be required to attend arbitration procedures at a location outside of the Client’s state of residence without the Client’s consent. 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 may 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 Co-Advisor:** \_\_\_\_\_  
Name of Independent RIA

By: \_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Person's Printed Name

\_\_\_\_\_  
Authorized Person's Title

**ACCEPTED BY AE Wealth Management, LLC**

By: \_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Person's Printed Name

\_\_\_\_\_  
Authorized Person's Title

**ADDENDUM I**

**ACKNOWLEDGEMENT OF ASSIGNED  
INVESTMENT ADVISER REPRESENTATIVE**

The following investment adviser representative acknowledges his or her assignment by Co-Advisor 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 PROFILE AND SUITABILITY QUESTIONNAIRE

Name of Investment Adviser Representative: \_\_\_\_\_

### Section I. This Profile/Suitability Questionnaire applies to the following (Mark all that apply):

#### Non-Retirement Accounts

Individual  Joint  Trust (Living Revocable/Irrevocable)  Estate (provide Letters of Testamentary dated within last 60 days & death certificate for the decedent)

UTMA/UGMA State of Establishment \_\_\_\_\_  C-Corp or S-Corp (provide Articles of Incorporation)

Sole Proprietor  Partnership/Limited Partnership (provide copy of Partnership Agreement)

LLC (provide copy of LLC Operating Agreement)  Non-Incorporated Organization (provide copy of formation documents)

Other: \_\_\_\_\_

#### Retirement Accounts

Traditional IRA  Roth IRA  Rollover IRA  SEP IRA  Simple IRA  401(k)

Other: \_\_\_\_\_

### Section II. Account Owner Information

1. Name of First Account Owner: \_\_\_\_\_  
First MI Last

2. Name of Second Account Owner \_\_\_\_\_  
(If Applicable) First MI Last

3. Marital Status of First Account Owner:  Married  Unmarried  Domestic Partner  
Marital Status of Second Account Owner:  Married  Unmarried  Domestic Partner

4. Relationship of Account Owners (if applicable): \_\_\_\_\_

5. SSN & Date of Birth of First Account Owner: 6. SSN & Date of Birth of Second Account Owner:

\_\_\_\_\_  
SSN DOB

\_\_\_\_\_  
SSN DOB

7. Anticipated Retirement Date of First Account Owner: 8. Anticipated Retirement Date of Second Account Owner:

\_\_\_\_\_

\_\_\_\_\_

9. Legal Address and Phone Number for First Account Owner:

\_\_\_\_\_  
Street Address (No PO Boxes) City State Zip Code

\_\_\_\_\_  
Primary Phone Secondary Phone email address

10. Mailing Address of First Account Owner (if different from legal address):

\_\_\_\_\_  
Street Address or PO Box City State Zip Code

11. Legal Address and Phone Number for Second Account Owner:

<i>Street Address (No PO Boxes)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
<i>Primary Phone</i>	<i>Secondary Phone</i>	<i>email address</i>	

12. Mailing Address of Second Account Owner (if different from legal address):

<i>Street Address or PO Box</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
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13. Annual Household Income from all sources:	14. Estimated Net Worth (excluding primary residence):
\$ _____	\$ _____

15. Liquid Net Worth(cash, stocks, bonds, etc):	16. Federal Income Tax Rate:
\$ _____	<input type="checkbox"/> 15% or below <input type="checkbox"/> 16%-28% <input type="checkbox"/> 29%-35% <input type="checkbox"/> over 35%

17. Primary Investment Objective:

Preservation of Capital    Income    Income and Growth    Growth of Capital    Aggressive Growth

18. Risk Tolerance:

Conservative (Riskalyze 1-30)    Moderately Conservative (Riskalyze 31-46)    Moderate (Riskalyze 47-62)    Moderately Aggressive (Riskalyze 63-78)    Aggressive (Riskalyze 79-99)

19. Time Horizon:

0 – 4 years    5 – 9 years    10 – 12 years    13 – 16 years    17 – 20 years

20. General Investment Experience:

No Experience    Minimal Experience    Somewhat Experienced    Highly Experienced

21. 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	1 2 3 4 5	1 2 3 4 5
Stocks: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Options: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Mutual Funds: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5
Bonds: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Variable Contracts: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	LLPs/LLCs: <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

22. Other Relevant Information Regarding the Needs and Circumstances of the Account Owner(s):

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

Signature of First Account Owner	Date	Signature of Second Account Owner	Date
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## 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 \_\_\_\_\_.

<b>Unless otherwise specified in the schedule below, the fee for all household accounts will be</b>	(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.

Description	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 \$150 per year per position. The annual position fee is capped at \$300 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 ACCOUNT OWNER:**

**ACCEPTED BY SECOND ACCOUNT OWNER  
(if applicable):**

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Client's Printed Name

\_\_\_\_\_  
Client's Printed Name