

After reading this agreement in its entirety, please print your name and today's date, then sign this application on the last page to apply for investment advisory services offered by BIP Wealth LLC, a registered investment advisor. The following agreement sets forth the terms under which BIP Wealth, LLC offers investment advice and services to clients.

TERMS AND CONDITIONS

The undersigned client ("Client") hereby engages BIP Wealth, LLC ("BIP") to serve as an investment advisor on the terms and conditions set forth below:

1. Nature of Services Provided. BIP will provide investment advisory services as an investment advisor registered with the U.S. Securities and Exchange Commission ("SEC.") as defined in the Investment Advisers Act of 1940. BIP will employ an investment strategy that is appropriate to Client's stated risk tolerance and investment objectives. Client attests that BIP has explained this strategy and it is Client's intention to engage BIP for the provision of investment advisory services. Client hereby authorizes BIP with full discretion and authority to sell (including short sales), purchase, exchange, convert, tender, trade, or otherwise acquire or dispose of the following: stocks, bonds, mutual funds and Exchange Traded Funds for Client's account(s). Client also agrees to pay BIP promptly on demand for any debit balances that are due.

2. Proxies and Corporate Actions: BIP does not vote proxy for securities held in Client's account(s). BIP will vote corporate actions for Clients, as appropriate, to manage portfolios in clients' best interest.

3. Client Information Provided. All information supplied by Client in this Investment Advisor agreement is true and correct. Client agrees to provide BIP with all information and documentation necessary to verify such supplied information at BIP's request.

4. Applicable Rules and Regulations. All transactions initiated by BIP are subject to the constitution, rules, regulations, customs and usages of the exchange or market (and its clearing house, if any) where executed, as well as to any applicable federal or state laws, rules and regulations.

5. Fees for Services. BIP will charge an advisory fee based on the value of all assets under management. The value of public market assets is reported by the custodians using their pricing services and is not guaranteed by BIP. The value of an account for the purposes of pricing may exclude the negative value of any short positions or margin balances. The value of private market assets for the purposes of billing is the lower of the capital invested or the impaired value, as reported by third parties to BIP prior to the date of billing. The advisory fee charged is based on the Fee Schedule attached to this Agreement. BIP reserves the right to negotiate fees outside of the published Fee Schedule.

6. Charging of Fees. TD Ameritrade, Inc., Fidelity Investments, Inc., and any other custodians maintaining accounts managed by BIP, will administer the charging of advisory fees at BIP's request. Advisory fees will generally be billed quarterly in advance and calculated using asset values on the last day of the prior quarter. The advisory fees for the first quarter under management of any new client, or any new account for an existing client, or any existing account when substantial assets are added, will be pro-rated and calculated using the account balance at the end of the first quarter and billed on the last business day of the quarter. Subsequent quarters will have the advisory fee assessed on the first business day of the quarter. Upon termination of the advisory relationship during a quarter, BIP will rebate the advisory fee charged to Client for that quarter via a time-weighted method.

7. Agreement to Arbitrate Disputes. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed. Client agrees that all controversies that may arise between Client and BIP concerning performance, any order, transaction, or breach of this or any other agreement between Client and BIP, whether entered into before, on, or after

the date this agreement is signed, shall be determined by arbitration before a panel of independent arbitrators setup by the American Arbitration Association. If BIP does not notify Client in writing within five (5) days after receiving from him/her a written demand for arbitration, then Client is authorized to make such a designation on BIP's behalf. Client understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction. No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a punitive class action, who is a member of a punitive class who has not opted out of the class with respect to any claims encompassed by the punitive class action until: a) the class certification is denied, b) the class is decertified, or c) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

8. Presumption of Receipt of Communications. From time to time, BIP may be required to deliver certain documents to the Client. Client hereby consents to BIP use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery." BIP will provide a paper copy of any particular document requested by the Client. Client understands that this consent is effective until revoked, and Client may revoke this consent for electronic delivery at any time by providing BIP written notice. Client further agrees to provide the BIP with Client's email address and to keep this information current at all times by promptly notifying BIP of any change in email address.

9. Reporting. Reports of executions, orders, positions, and statements of Client's account shall be made available by the account custodian in accordance with its normal processes. Communications originating from BIP include, but are not limited to, quarterly mailers, which will not be audited.

10. Valuation of Investment Positions. On occasion, BIP may value an investment position differently than the custodian. This difference in valuation may lead to discrepancies in numbers reported at quarter-end via the BIP Quarterly Portfolio Report.

11. Release and Indemnification. Client hereby releases and forever discharges BIP and its managers from any and all claims arising from or related to inappropriate or illegal actions taken by the custodian (i.e. TD Ameritrade, Fidelity, or any other custodian) or an employee or agent of the custodian that are beyond the control of BIP. Client agrees to indemnify and hold BIP and its managers harmless from and against any and all costs, expenses and liabilities arising out of any claims released by Client pursuant to the previous sentence.

12. Extraordinary Events. BIP shall not be liable for loss caused directly or indirectly by war, natural disasters, terrorism, government restrictions, exchange or market rulings, including, but not limited to, extreme market volatility or trading volumes.

13. Service to Other Clients. BIP acts as an advisor to other clients and may give advice, and take action, with respect to any such other clients, which advice and actions may differ from the advice given, or the timing, or nature of action taken, with respect to Client's account. BIP shall have no obligation to purchase or sell for the Client's account, or to recommend for purchase or sale by the Client's account, any security that BIP, its principals, affiliates or employees may purchase or sell for themselves or for any other clients.

14. Past Performance No Guarantee of Future Performance; Risk. Past performance is not a guarantee of future performance. Investing in securities involves risks and uncertainties which are difficult to predict. AS WITH ALL MARKET INVESTMENTS, CLIENT'S INVESTMENTS CAN APPRECIATE OR DEPRECIATE. BIP does not guarantee the future performance of Client's account, promise any specific level of performance or promise that BIP's investment decisions, strategies or overall management of Client's account will be successful. The investment

decisions BIP will make for Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing Client's account, BIP will not consider any other securities, cash or other investments Client owns unless Client has told BIP to do so in Client's written instructions to BIP. Except as may otherwise be provided by law, BIP will not be liable to Client for any loss (a) that Client may suffer as a result of BIP's good faith decisions or actions where BIP exercises the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (b) caused by following Client's instructions; or (c) caused by the Custodian, anybroker or dealer to which BIP directs transactions for Client's account or by any other third person. 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.

15. Limitation of Liability. IN NO EVENT SHALL BIP, ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR ASSIGNS be liable for any indirect, incidental, special or consequential damages arising out of or relating to this agreement or BIP's PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, OR FAILURE TO PERFORM SERVICES UNDER THIS AGREEMENT, EVEN IF GIVEN advance notice of the possibility of such damages.

16. Account Protection. Client accounts maintained at BIP's custodians are protected by Securities Investor Protection Corporation (SIPC) up to \$500,000. (For details, please see www.sipc.org.) SIPC coverage does not protect against a decline in the market value of securities. In addition to the \$500,000 in protection, each custodian has purchased additional insurance from global insurance carriers.

17. Representations. BIP represents that it is a Registered Investment Advisor under the Investment Advisers Act of 1940, registered with the SEC, and it is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, trust, partnership or other business or legal entity, Client represents that i) the person(s) signing this Agreement are duly authorized and empowered to execute this Agreement; and ii) the applicable law and governing documents authorize and permit the services provided under the terms and conditions of this Agreement.

18. Transfer of Accounts. Subject to the discretion of and acceptance by BIP's Manager, Client may transfer securities into an Account managed by BIP. By accepting the transfer of such securities, BIP's Manager, however, is not responsible for any actions undertaken by a broker-dealer or investment advisor prior to the transfer. Client agrees to indemnify BIP and its Manager from any and all liability, loss or damages arising directly or indirectly from any actions taken prior to the transfer of such securities into the Account.

19. Investments in Mutual Funds and Exchange Traded Funds (ETFs). BIP may purchase mutual funds and ETFs in Client's account(s). As a shareholder of a mutual fund or an ETF, Client will pay advisory fees to BIP, and will also bear the proportionate share of a fund's expenses.

20. Disclosure Document. A copy of BIP's disclosure document will be provided to Client prior to, or contemporaneously with, the execution of this Agreement. If Client does not receive a copy of BIP's disclosure document at least forty-eight (48) hours prior to executing the Agreement, Client will have five (5) business days subsequent to executing the Agreement to terminate BIP's services and receive a full refund of all Client monies already paid without penalty.

21. Death and Disability. Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. Notwithstanding the foregoing, Client's personal representative, guardian, attorney-in-fact or other authorized representative may cancel this Agreement by giving written notice to Investment Advisor as provided in this Agreement.

22. Modification. BIP may amend the terms and conditions of this Agreement in its sole discretion from time to time by providing Client not less than thirty (30) days' advance written notice as to the amendment. The amended Agreement shall supersede the terms and conditions of all prior Advisory Agreements. BIP may provide the written notice to Client by emailing Client at the email address then on file with BIP.

23. Consent to Electronic K-1s. The Internal Revenue Service ("IRS") issued Procedure 2012-17 on February 12, 2012, which requires a partnership to receive definitive consent from its partners in order to deliver Schedule K-1s electronically. This would apply to investors who participate in our alternative investments. Your signature below will provide consent to electronic delivery to any applicable and future K-1s for the life of the investment, unless consent to electronic delivery is withdrawn by you. If consent is withdrawn, paper copies will be provided.

24. Assignment. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by BIP without Client's prior written consent.

25. Spousal Consent. In the case where BIP provides advisory services to spouses, both spouses must execute this advisory agreement. Additionally, both spouses give their consent to BIP acting on the instruction of either spouse independently. These actions may, but are not limited to, liquidity of assets, withdrawal of funds, a change in investment strategy or a commitment to private investments. BIP strongly recommends that, in the event of marital discord, BIP be immediately informed of potential conflict of interests and both spouses be required to provide consent to any transaction or investment strategy changes for the duration of such marital discord.

26. Tax Advice and Tax Products. BIP is not a tax advisor and does not provide tax advice to prospects and clients. BIP recommends that prospects and clients seek counsel from a qualified tax advisor prior to implementing any tax strategies or investment changes which may have tax implications. BIP does not endorse conservation easements, securitized tax credits, or similar strategies designed to produce a tax benefit for investors as these strategies carry substantial risks, including the risk of loss of principle and the risk of audit by tax authorities. BIP is not compensated directly, or indirectly, for recommending tax strategies and is not a material advisor on any conservation easements, securitized tax credits, or similar strategies.

27. Financial Planning Agreement. By signing this Advisory Agreement, Client acknowledges receipt of the Financial Planning Agreement. Both agreements are required for BIP to engage in a Wealth Management relationship. From time to time, BIP may amend the terms and conditions of the Financial Planning Agreement. In such cases, Client will be given 30 days' notice of the effective date of such amendment(s).