

ADVISORY AGREEMENT

This Agreement is made as of the Effective Date (described below) between Defined Wealth, Inc. (referred to as “Adviser,” or “we,” “us,” or “our”) and _____ (referred to as “Client,” “you” or “your”), as identified in paragraph 25. The parties agree as follows:

1. THE PROGRAM; RECEIPT OF DOCUMENTS

- (a) We are an investment adviser registered with the States of Colorado and California. We provide the following investment advisory program (“Program”):
 - **DW Investment Program (DW Program)**, which provides investment advisory services through the following portfolios:
 - the Target Date Portfolio, and
 - the Risk-Based Portfolio;
- (b) You have designated on Exhibit A the Program (the “Designated Program”) you have selected for the account you are establishing with us. The account and Program will be governed according to the terms of this Agreement.
- (c) You will or have established the Program Account (defined below) with Schwab, who will hold and maintain the Program Assets in your name.
- (d) You acknowledge you have received the following documents:
 - (i) our Brochure, Form ADV Part 2A (the “Brochure”),
 - (ii) the Brochure Supplement for our Representative (the “Brochure Supplement”),
 - (iii) our Notice of Privacy Policies summarizing our policies regarding your personal information,
 - (iv) a copy of this Agreement, and
- (e) You have had the opportunity to ask the Representative questions about: the anticipated types of investments in which your account will invest; the investment strategies the Representative expects to use in managing your account; the risks of the Designated Program; the fees you will pay and the other expenses your account will incur in the Designated Program; and the circumstances where we have economic incentives to place our interests ahead of yours.
- (f) You acknowledge you understand and agree to accept the risks, fees, costs, and conflicts of interest associated with this Agreement and your participation in the Designated Program.

INITIAL BELOW TO SPECIFICALLY ACKNOWLEDGE SUBPARAGRAPHS 1(d), 1(e), and 1(f).

Client Initials _____

2. ACCESS TO ACCOUNT INFORMATION, THE PROGRAM ACCOUNT, AND THE PROGRAM ASSETS

- (a) Schwab and Program Account. To participate in the Designated Program, your account assets must be maintained in account(s) under your name(s) (collectively, if more than one, the “Program Account”) with Schwab (or other qualified custodian acceptable to us). In addition to custodial services, Schwab (or an affiliate of Schwab), if registered as a broker-dealer, will provide brokerage, clearing, settlement, or other services for the Program Assets and Program Account.
 - (i) Your account with Schwab will be governed by one or more separate agreements (collectively, the “Custodial Agreement”) between you and Schwab. We will provide you with information regarding Schwab, its services, and programs; however, we do not control, and you are ultimately responsible for negotiating, the terms of your separate agreement with Schwab. The Program Account will bear the fees and expenses of Schwab and of transactions for the Program Assets, according to terms of the Custodial Agreement. These costs will be separate from and in addition to the Advisory Fees your account pays.

- (ii) Schwab will send you at least quarterly a statement for the Program Account reflecting the Program Assets received or disbursed by Schwab, the amount of fees or expenses paid from the Program Account, the transactions occurring with respect to the Program Account, and a summary of the Program Account's positions and values, as of the end and for the period covered by such statement. You authorize Schwab to send copies of its statements and confirmations of transactions to us and your Representative, along with an indication that the statements have been sent to you, and to permit us and the Representative to electronically view and download Program Account information. You grant us unrestricted access to your account information.
- (b) Program Assets. The "Program Assets" refer, collectively, to the assets maintained by Schwab for the Program Account, including without limitation, the income, gains, and additions thereto, as reflected on Schwab's records from time to time. An asset becomes a Program Asset as of the date the asset is posted by Schwab to the Program Account (which may be different than the trade date or settlement date).
 - (i) Assets transferred or delivered by you to Schwab (other than cash or money market funds) will be liquidated to cash, unless otherwise agreed by us. We have the right, in our sole discretion, to refuse to treat or continue to treat any asset as a Program Asset; and we also have the right, in our sole discretion, to waive the limitations on the types of assets we will accept as Program Assets.
 - (ii) We will not provide advisory services or be responsible for taking any action with respect to an asset unless and until it becomes a Program Asset, even if such asset is otherwise held or maintained by Schwab. You shall be solely responsible for the investment and reinvestment of your assets, and you will bear the risk of market fluctuations and any decline (or increase) in value, until such assets have become Program Assets.
 - (iii) You acknowledge that during the term of this Agreement, there will be periods of time when neither you nor we will be able to effect transactions for your assets (such as, for example, when an asset is being transferred, purchased, exchanged, or redeemed), or when Program Assets will be subject to limitations or restrictions on transfer, purchase, exchange, or redemption imposed by a mutual fund company or other issuer, and you agree to bear the risk of market fluctuations and any decline (or increase) in value during such periods.

3. THE DW INVESTMENT PROGRAM

- (a) Suitability Information.
 - (i) The Representative will assist the Client in completing our Firm's account profile to collect Suitability Information, including information regarding the Client's personal and financial situation, and the investment objective, tolerance for risk, liquidity needs, and investment time horizon for the Program Account.
 - (ii) Based on the Suitability Information and any other information the Representative believes appropriate under the circumstances, the Representative will assist the Client to determine whether the Target Date Portfolios or the Risk-Based Portfolios would be more suitable.
- (b) Target Date Portfolios. In the Target Date Portfolios, we utilize "target date" mutual funds and follow a "buy and hold" investment strategy over relatively long periods of time, particularly as compared to other portfolios, such as the Risk-Based Portfolios. Consequently, the amount of investment activity in accounts of Clients participating in the Target Date Portfolios will be considerably less than in the accounts of other programs.
 - (i) We will be available to consult with you with respect to your Target-Date Portfolio. Based upon information provided by you from time to time with respect to your investment goals, financial circumstances, investment limitations and risk tolerance, we may recommend changes in your Target-Date Portfolio. The Client has sole authority to make any such change of your Target-Date Portfolio.
 - (ii) We will contact Client, at least annually, to determine whether there are any subsequent changes to Client's instructions, investment goals, financial circumstances, investment limitations or risk tolerance.
 - (iii) Subject to the Firm's supervision, the Representative will be responsible for placing orders for the purchase, sale, redemption, and exchange of Program Assets consistent with the Program Account's investment objective and risk tolerance.

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- (c) Risk-Based Portfolios. In the Risk-Based Portfolios, the Representative will assist you to designate a suitable initial Risk-Based Portfolio to serve as the basis for managing the account.
- (i) We will be available to consult with you with respect to your Risk-Based Portfolio. Based upon information provided by you from time to time with respect to your investment goals, financial circumstances, investment limitations and risk tolerance, we may recommend changes in your Risk-Based Portfolio.
 - (ii) We will contact Client, at least annually, to determine whether there are any subsequent changes to Client's instructions, investment goals, financial circumstances, investment limitations or risk tolerance.
 - (iii) Subject to the Firm's supervision, the Representative will provide continuous and regular investment management services of the Program Assets, will be responsible for placing orders for the purchase, sale, redemption, and exchange of Program Assets consistent with the Program Account's investment objective and risk tolerance.
- (d) Target Date Portfolios are Non-Discretionary; Risk-Based Portfolios are Discretionary. Subject to the paragraph dealing with Retirement or Employee Benefit Plan Accounts:
- (i) **An account participating in a Target Date Portfolio will be non-discretionary. Adviser** will not have the authority to make any changes to the account's investments unless authorized in advance by the Client. **An account participating in a Risk-Based Portfolio will be fully discretionary;** Client grants Adviser full authority and discretion to manage the account guided by the designated Risk-Based Portfolio, as modified by Adviser from time to time in its discretion, to meet the account's individual needs, subject to any separate investment policy statement or guidelines provided by the Client from time to time.
 - (ii) Adviser and Representative shall have the authority and discretion, at any time, without notice to change or modify any investment style or strategy, to change or modify the underlying investment models or investment allocations of the Program Account, and to liquidate the Client's investment and terminate the Client's participation in the DW Program.
- (e) Authority to Act for Client and the Program Account.
- (i) In the performance of Adviser's and the Representative's responsibilities under this Agreement, Client authorizes Adviser and Representative, at Client's risk and for the Program Account:
 - (A) to issue instructions or orders to Schwab, any broker, dealer, bank, mutual fund, or other financial institution: to purchase, sell, exchange, redeem, or otherwise effect transactions involving the Program Assets; and
 - (B) to perform acts necessary or convenient for the efficient management or administration of the account or performance of our obligations under this Agreement; provided, in no event shall we have such authority as to constitute actual or constructive custody of the Program Assets (other than the authority with respect to the payment of the Advisory fees).
 - (ii) We shall not have any authority: to obtain possession of the Program Assets (except in payment of the Advisory Fees, as provided below); or to cause the transfer or distribution of any of the Program Assets out of a Program Account (other than in connection with usual trading or transactions for the Program Account).
 - (iii) You grant us full discretionary authority to liquidate sufficient assets, as we determine appropriate, to pay the Advisory Fees of the DW Program and to carry out the actions necessary or proper to fulfilling our responsibilities under the programs.
 - (iv) You specifically agree that all authority and discretion granted in this Agreement to act on behalf of you and the Program Account is granted solely to Adviser, and that the descriptions of authority and discretion that refer to the Representative are limited to authority we grant to the Representative to provide investment advisory services on our behalf for you and the Program Account. We may limit or terminate any authority granted to a Representative in our discretion; and all such authority to act terminates immediately upon our termination of such authority.

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- (f) Evidence of Adviser's Authority. We may provide a copy of this Agreement to any Schwab, broker, or other third-party, as evidence of our authority to act for you and the Program Account.
- (g) Reliance on Suitability Information. You have and will continue to provide us with accurate, complete, and current Suitability Information necessary for us to manage the Program Assets and provide the services pursuant to this Agreement.
 - (i) You acknowledge the Representative and we have and will rely on the Suitability Information in making investment recommendations for the Program Account. You agree to notify the Representative and us promptly, in writing, of any new or changed information regarding your personal or family situation, financial condition or needs, tolerance for risk, investment time horizon, or the investment objective for the Program Account, or any other matter that would be material to the investment advice or other services we provide for you.
 - (ii) You agree that neither the Representative nor we, nor any of our directors, officers, employees, or agents will be responsible or liable as a result of your failure to provide us with timely, accurate, and complete Suitability Information, or to notify us of any new or changed information, as described in the preceding paragraph. You agree to hold all of us harmless and to indemnify each of us for any loss, liability, damage or expense (including without limitation, reasonable attorneys' fees) incurred by any of us, arising from or related to your failure to ensure that the Suitability Information we have is timely, accurate and complete, or your failure to notify us of any new or changed information that would be material to the investment advice or other services we provide for you.
 - (A) You are not waiving any right or remedy you would have against us under the Investment Advisers Act of 1940 or other federal securities, or the securities laws or regulations of any State, including without limitation, the State of Colorado.
- (h) No Guarantees Regarding Profits or Limitation of Losses. We cannot guarantee or assure you that participation in the Program will be profitable or that your losses will be limited. You agree to bear the risk of losses resulting from investing the Program Assets in the DW Program.
- (i) Tax Consequences. You acknowledge that we are not tax accountants or lawyers, and that we have not provided you with any tax opinions with respect to the Program. The purchase, sale, exchange, and redemption of Program Account investments will generally be treated as taxable events, unless the Program Assets are held in a tax-qualified account. You have consulted your tax advisor or otherwise understand the potential tax consequences of the Program.
- (j) Our Ongoing Services. After you have established a relationship a Target Date Portfolio or Risk-Based Portfolio, we will contact you, at least annually, to determine whether there are any subsequent changes to your instructions, investment goals, financial circumstances, investment limitations or risk tolerance.

4. EXECUTION OF ACCOUNT TRANSACTIONS

- (a) Brokerage Discretion. If the DW Program is your Designated Program, you agree each portfolio manager for the Program Account (whether a Representative or our Investment Committee) will have the authority to effect transactions with or through a broker-dealer selected in paragraph 2. In selecting brokers, we consider the full range and quality of their services, including, among other things, execution capability, cost, financial responsibility, responsiveness, and the value of research and other services provided. We will not recommend a broker solely on the basis of the lowest possible commission cost, but rather, we will determine whether the broker has the ability to provide the best overall qualitative execution considering all factors, including services that benefit our firm.

5. AGGREGATION OF ORDERS AND BLOCK TRADING

- (a) Authority, But No Obligation, to Engage in Block Trading. You hereby grant each portfolio manager for the Program Account the authority, but you relieve them of any obligation, to aggregate orders for the Program Account with orders for other accounts for the purpose of "block trading." You acknowledge that aggregated or block orders may be uncommon for the Program Account due to the types of accounts and investments in the Designated Program and the systems available for placing orders. You acknowledge that if orders for the

Program Account are not aggregated with other orders into block orders, you will not receive the benefits of potentially lower transaction costs, timelier or better execution, or volume discounts that might be obtained by accounts whose orders are aggregated.

- (b) Average Price Account; Participation of Advisers Supervised Persons in Block Orders. Although the practices of portfolio managers may vary, block orders, if any, are typically effected through an “average price account” or similar account such that transactions for accounts participating in the order are averaged as to price and transaction costs. If a portfolio manager cannot obtain complete execution of the entire aggregated order at prices or for transaction costs that the portfolio manager believes are desirable, the portfolio manager will allocate the securities or proceeds of the orders that were executed among the participating accounts according to the portfolio manager’s internal order allocation procedures. Such allocations must be consistent with its fiduciary duty to manage accounts fairly and non-preferentially over time, to the extent within its reasonable control. Proprietary accounts of Adviser, our supervised persons, the portfolio manager and its supervised persons may participate in block orders on the same basis as Client accounts.

6. ADVISORY FEES AND OTHER EXPENSES OF THE ACCOUNT, PROGRAM ASSETS, AND PROGRAMS

- (a) Advisory Fee Rates. Subject to paragraph (c), for the term of this Agreement, you agree to pay or cause to be paid in advance, according to the terms of this Agreement and the Terms and Conditions of the Program, the Advisory Fees determined according to paragraph (b) using the then-current Fee Schedule.
- (b) Advisory Fees Payable Quarterly in Advance. Advisory Fees are calculated and payable quarterly in advance according to the Fee Schedule on Exhibit A attached hereto or as subsequently amended, based on the value of Program Assets as of the last trading day of the preceding calendar quarter (or for the initial calendar quarter, the value of Program Assets as of the last trading day of the initial quarter prorated beginning on the Effective Date of the Advisory Agreement). Advisory Fees will be due and payable immediately following the end of the preceding calendar quarter. Advisory Fees are not charged on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of an advisory Client.
 - (i) Advisory Fees may be calculated on the basis of the actual number of days in a calendar quarter or on the basis of 4 even calendar quarters, as we elect to apply on a consistent basis.
 - (ii) The Advisory Fees do not include the additional costs you will incur for mutual funds, ETF’s, and other investment companies (such as 12b-1 Fees); the Brokerage and Investment Expenses; and any Custodial Expenses, as described in our Brochure; and any other costs not strictly included in the Advisory Fee.
 - (iii) Except as provided below, the value of the Program Assets shall be determined by reference to the valuations provided by or available from Schwab (including without limitation, through any electronic system made available to Adviser). If the last trading day of a calendar quarter or other period for which we calculate Advisory Fees is different than the last day of Schwab’s reporting or statement period, we may value Program Assets maintained by Schwab as of the close of Schwab’s reporting or statement period, as we shall select on a consistent basis.
- (c) Adviser’s Determination of Fair Value. In the event Schwab does not value any Program Asset, or we determine Schwab’s value of an asset is materially inaccurate, such asset shall be valued by us in good faith to reflect its fair value. Money market accounts and bank accounts, if any, shall be valued as of the valuation date. Transactions that have not settled may be included in either the current or the following billing period, as determined by us for Schwab a consistent basis.
- (d) Deduction and Payment of the Advisory Fees from the Program Account. Schwab is authorized and directed to deduct the Advisory Fees directly from the Program Account and pay the Advisory Fees to us when due, according to our instructions, without prior notice to or further consent from you. You agree to provide Schwab with such additional documentation as we or Schwab request authorizing and directing Schwab to deduct the Advisory Fees from the Program Account and to pay the Advisory Fees to us when due. If insufficient cash is available in the Program Account to pay the Advisory Fees, Schwab is authorized to liquidate securities selected by Schwab or us, in an amount sufficient to pay the Advisory Fees, without prior notice to or further consent of the Client.

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- (e) Payment of Advisory Fees. The fees due to Adviser shall be deducted from the Client's accounts at Schwab and paid to the Adviser. The following procedures are followed with respect to the authorization and payment of Advisory Fees:
 - (i) Written Authorization: In this Advisory Agreement, Adviser has received written authorization from the Client to deduct Advisory Fees from the account held with Schwab;
 - (ii) Notice of Fee Deduction: Each time an Advisory Fee is directly deducted from a Client account, Adviser must concurrently:
 - (A) Send Schwab an invoice specifying the amount of the Advisory Fee to be deducted from the Client's account; and
 - (B) Send the Client an invoice specifying and itemizing the Advisory Fee. Itemization includes the formula used to calculate the Advisory Fee, the amount of assets under management the Advisory Fee is based on, and the time period covered by the Advisory Fee.
 - (iii) Schwab sends statements to the Client showing all disbursements for the account, including the amount of the Advisory Fee; statements should coincide with Adviser's billing period; and

7. OTHER DIRECT AND INDIRECT EXPENSES

- (a) Additional Fees and Expenses. Client understands that in addition to the Advisory Fees, the Program Account will also incur the following direct and indirect fees and expenses:
 - (i) costs of transactions placed through Schwab or non-program brokers: the Program Account will be responsible for brokerage commissions, sales charges, ticket charges, exchange fees, redemption fees, mark-ups, mark-downs, and dealer spreads paid to or received by any broker in connection with transactions involving the Program Assets; fees for floor brokerage, electronic transaction networks, and exchanges; fees and expenses pursuant to a Custodial Agreement or any agreement with a broker, including without limitation, fees or expenses for postage, deliveries, additional services, wire transfers, or exchanging currencies; taxes; and other third-party expenses with respect to the Program Assets or the Account;
 - (ii) custodial charges: the Program Account will be responsible for any charges imposed by Schwab for services in maintaining custody and delivering the Program Assets;
 - (iii) mutual fund and other investment company charges: the Program Account will be responsible for the fees and expenses that are deducted from the net asset value of mutual funds and money market funds held by the Program Account (and which constitute indirect expenses of the Program Account), marketing and distribution fees (known as "12b-1 Fees"), servicing fees, sub-accounting fees, internal fund management fees, as well as IRA and other retirement plan fees; and
 - (iv) short-term trading or redemption fees: the Program Account will be responsible for the fees imposed by mutual funds for short-term trading (typically 1% - 2% of the amount originally invested) for early redemptions or exchanges made within short periods of time.
- (b) Availability of Lower Cost Services. You acknowledge that the Advisory Fees and other expenses charged to or borne by the Program Account may be higher than the fees and expenses charged for advisory programs or services offered through other investment advisors for similar products and services. You acknowledge that you can purchase mutual funds directly from a mutual fund company or through other brokers without participation in the Program.
- (c) Additions and Withdrawals of Program Assets. Subject to the Program's Terms and Conditions, the procedures of Schwab, and to usual and customary securities settlement procedures, you may make additions to and withdrawals of Program Assets from the Program Account at any time; provided, we may exercise our right to terminate this Agreement and close the Program Account if the value falls below the minimum account size stated in this Agreement.

8. MINIMUM ACCOUNT SIZE; MINIMUM FEE

- (a) Minimum Account Size. We require the minimum account sizes described on the Fee Schedule accompanying Exhibit A, subject to negotiation. Please note that because Program Accounts are customized to the individual needs of a Client, the actual minimum account size required to implement a particular investment allocation, or to use particular investment managers may require a materially higher minimum account size. If a higher minimum amount is anticipated, the Client will be notified. The Client will have no obligation to enter into an Advisory Agreement or to implement any allocation or select a manager with a higher minimum account size.
- (b) Consequence of Falling Below the Minimum Account Size. If the value of the Program Account falls below the minimum account size, we have the right to require you to deposit additional funds or securities to bring the value of the Program Account up to the required minimum, or we may choose to close and liquidate the Program Account and send the proceeds to the you in accordance with your written delivery instructions.

9. NON-EXCLUSIVE RELATIONSHIP

You acknowledge and agree that we may provide investment advisory services to other Clients and receive fees for such services. The advice given and the actions taken with respect to such other Clients, or with respect to accounts owned or controlled by us, the Representative, members, directors, officers, employees or agents may differ from advice given or the timing and nature of actions taken with respect to your account. You further recognize that transactions in a specific security may not be accomplished for all of our accounts at the same time or at the same price. You acknowledge that in managing the Program Account, we may purchase or sell securities in which we, the Representative, or our affiliate, officers, directors, employees, or agents have or may acquire, directly or indirectly, a position or interest.

10. PROXY VOTING

We shall not have any obligation or authority to take any action or render any advice with respect to the voting of proxies for securities held for the Program Account. You (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]), expressly retain the authority and responsibility for voting all proxies, and we are expressly precluded from rendering any advice or taking any action with respect to the voting of any proxies.

11. ASSIGNMENT

This Agreement shall be binding on your heirs, executors, successors, administrators, conservators, and permitted assigns. We may not assign (as that term is defined under the Investment Advisers Act of 1940, as amended) this Agreement without your prior written consent.

12. TERM AND TERMINATION

- (a) Agreement in Effect as of Effective Date. This Agreement shall be in effect as of the Effective Date, as defined in paragraph 26, and shall continue until terminated by either party at any time without penalty upon written notice to the other party, or upon our receipt of actual notice of your death. Such termination shall not, however, affect liabilities or obligations incurred or arising prior to such termination, or your agreement to arbitrate disputes, which shall survive any expiration or termination of this Agreement.
- (b) Client Responsibility Upon Termination. Upon termination of this Agreement, you shall have the exclusive responsibility for managing your assets, and we shall have no further obligation to act or provide advice with respect to the Program Account or your assets. After this Agreement has been terminated: you will be charged commissions, sales charges, and transaction, clearance, settlement, and custodial charges, at prevailing rates, by any broker-dealer; you will be responsible for monitoring all transactions and assets; and we shall not have any obligation to monitor or make recommendations with respect to the account or those assets.
- (c) Refund Upon Termination. If you terminate this Agreement within five (5) business days of the Effective Date, you shall receive a full refund of any prepaid Advisory Fees. If this Agreement is terminated more than five (5) business days after the Effective Date, any prepaid Advisory Fees shall be prorated based on the number of days this Agreement was in effect during such quarter and the unearned portion shall be refunded to you within 30 days. Upon termination of this Agreement, the Program Account may be charged the customary fees and

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commissions charged by Schwab and Schwab's fees for its services with respect to closing the Program Account and holding, transferring or liquidating the Program Assets.

- (d) Termination of Discretion. Each grant of discretion in this Agreement shall remain in full force and effect until this Agreement is terminated by you or us, or until we receive actual notice of your death (or the death of any individual included as a Client). If, in the event of your death, we have acted in good faith pursuant to a grant of discretion without actual notice of your death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on your successors in interest.

13. REPRESENTATIONS

- (a) Each individual or entity (each a "person") included in the term "Client" hereby represents and confirms that: (i) such person has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any agreement or obligation by which such person is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized by such person and shall be binding according to its terms.
- (b) If you are a trustee or other fiduciary, you represent that you are duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement, and to engage us to perform the services described in this Agreement. You shall provide us with copies of the governing instruments establishing such fiduciary relationship and authorizing the establishment of the Account. You agree to advise us of any material change in your authority or the propriety of maintaining the Program Account.
- (c) If you are (or are acting on behalf of) a corporation, partnership or limited liability company, you represent that the execution of this Agreement has been duly authorized by appropriate corporate action. You agree to advise us of any material change in your authority or the propriety of maintaining the Program Account.

14. RETIREMENT OR EMPLOYEE BENEFIT PLAN ACCOUNTS

- (a) This paragraph applies only if the Account is for any of the following (each a "plan"): (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account ("IRA") under Code Section 408.
- (b) You appoint us, and we accept appointment, as a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services in Adviser's capacity as an investment adviser, and not with respect to any services provided as a broker-dealer). We represent that we are registered as an investment adviser under the Investment Advisers Act of 1940, as amended.
- (c) Notwithstanding any other provision of this Agreement, our responsibility with respect to the Account shall be to make recommendations on an on-going basis using the Strategy, based upon the needs of the plan, as to specific investments and transactions for the Account in the Portfolio using mutual funds or other suitable investments, to arrange or effect the purchases, sales, redemptions, or exchanges to effect such transactions, according to your direction (including without limitation, the person signing as or on behalf of such plan) acting as named fiduciary and investment manager for the plan.
- (d) You (including without limitation, the person signing as or on behalf of Client) represents and warrants that:
- (i) We have been furnished true and complete copies of all documents establishing and governing the plan and evidencing your authority to retain us, and you will furnish promptly to us any amendments to the plan, and you agrees that, if any amendment affects our rights or obligations, such amendment will be binding on us only when we agree in writing;
- (ii) You understands that we will have no responsibility for the diversification of all of the plan's investments, and that we will have no duty, responsibility, or liability for your assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, you will obtain and

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maintain at your expense bonding that satisfies this requirement and covers us, and our respective directors, officers, employees, agents, and Representatives;

- (iii) You are a “named fiduciary” (as defined in ERISA and the Code) with respect to the control and management of the assets held in the Account, are independent of and unrelated to us, and agree to notify us promptly of any change in the identity of the named fiduciary for the plan or of any event which might affect your authority or the validity of this Agreement;
- (iv) You are duly authorized to enter into this Agreement; your and the plan’s participation in the Program and the Program Account is permitted by the relevant governing instrument of the plan; and you have the power under the plan to appoint and serve as investment manager. On the basis of the prospectuses received by you and the disclosures made in this Agreement, as fiduciary, you approve the transactions, services, compensation, and arrangements described in this Agreement, and direct us to implement such transactions as and when recommended by us according to the Program, as amended from time to time; and you hereby ratify all of such transactions, except to the extent objected by you in writing within 10 days after receipt of the confirmation or statement first reflecting such transaction;
- (v) Schwab is capable of providing best execution for the Program Account’s brokerage transactions, the commission rates are reasonable in relation to the brokerage and other services to be received, and you will monitor the services provided by Schwab to assure that the plan continues to receive best execution and pay reasonable commissions;
- (vi) the use of Schwab for brokerage and custodial services is for the plan’s exclusive benefit, and the products and services that Schwab will provide will inure solely to the benefit of Client and the plan’s beneficiaries; and
- (vii) the payment of brokerage commissions, and other economic benefits to Schwab is consistent with the applicable plan or trust documents, will not conflict with any contractual, fiduciary or other obligations applicable to you or us, and does not and will not constitute a “prohibited transaction” under ERISA or the Code, or otherwise contravene any other provision of ERISA, the Code, or other applicable statute or regulation.

15. RISK AND LIABILITY

You recognize that there may be loss or decline in the value of any of the Program Assets. You represent that neither we, our affiliate, nor anyone associated with us (including without limitation Representative, or any directors, officers, employees or agents) has made any guarantee, either oral or written, that the Program Account’s investment objectives will be achieved. Neither we nor any of such persons shall be liable for any loss incurred by reason of any act or omission by you, Schwab, or a third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that you may have under applicable state or federal law, including without limitation the state and federal securities laws.

16. LEGAL PROCEEDINGS

Neither we nor anyone associated with us (including without limitation Representative) shall render advice or take any action with respect to legal proceedings involving or related to any of the Program Assets, or the issuers thereof, including without limitation, bankruptcies or class action lawsuits. You hereby expressly retain the right and obligation to take all action necessary to file responses, proofs of claim, or pleadings, and take all other actions related to any such proceeding.

17. NOTICES

Subject to the paragraph regarding Consent to Electronic Delivery, any notice required or permitted by this Agreement shall be sufficient if made in writing, signed by the communicator, and sent by pre-paid first-class United States Mail or by pre-paid overnight delivery through a national delivery service, or transmitted by facsimile transmission to the addressee. Any such notice which is mailed shall be deemed to have been given on the third business day after the date of mailing; any such notice which is transmitted by facsimile or sent by overnight delivery shall be deemed to have been given on the business day on which it is actually received by the other party. All notices or communications to us shall be sent to our principal business location, or to the facsimile number at

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our principal business location, addressed to the attention of the president, as shown on the front of this Brochure. All notices or communications to the Client will be sent to the address or facsimile number for Client, as shown on any of Adviser's records pertaining to Client or the Account.

18. CONSENT TO ELECTRONIC DELIVERY

- (a) You hereby agree that if you provide us an Email Address (on the signature page of this Agreement or in any subsequent communication), we may, but we are not required to, deliver electronically to you, and you hereby consent to receive electronically, instead of receiving paper documents, any or all of the Electronic Communications (described below), on the terms and conditions described in this paragraph and in the Terms And Conditions For Electronic Delivery, which is incorporated herein by this reference. The agreements and consents in this paragraph are referred to as the "Consent."

The "Electronic Communications" means all disclosures, notices, and other communications relating to the account established between Client and Adviser pursuant to the Advisory Agreement, or otherwise related to Adviser's obligations or position as Client's investment adviser, other than any document Client has specifically requested to be delivered in paper form. Client agrees that the following documents and all annual amendments and any notices related to them may be treated as Electronic Communications and may be delivered to Client electronically, in Adviser's discretion:

Form ADV Part 2A Brochure; Form ADV Part 2B Brochure Supplement; Annual Amendments or Other-Than-Annual Amendments of any Brochure or Brochure Supplements; Summaries of Material Changes to Form ADV Part 2A Brochure or Form ADV Part 2B Brochure Supplement; Proxy Voting Policies and Proxy Voting Actions; Notices of Privacy Policies, and Annual Updates of the Notices of Privacy Policies; notice of assignment of the Advisory Agreement; disclosures with respect to principal transactions or agency-cross transactions; audited financial statements; notices and other information regarding custodial accounts; disclosures required of a solicitor; any disclosure, notice, consent, or document that Adviser (or any successor) is required or permitted to provide or deliver to Client in connection with any business reorganization, sale, transfer, or assignment; and any other disclosure, notice, consent, or document that Adviser (or any successor or affiliate) is required or permitted to provide or deliver to Client under the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission, or similar State Statutes or Regulations.

- (b) The Consent is effective on the Effective Date and will remain in effect until you or we revoke it. Each person included as a "Client" may revoke or restrict the Consent at any time as to such person and receive in paper form any or all documents required to be provided to such person in paper form, by written notice sent to the following address: **Defined Wealth, Inc., Attention: Compliance, 10106 Pine Glade Drive, Colorado Springs, CO 80920 (the "Notice Address")**. The legal effectiveness and validity of Electronic Communication that was valid and proper when delivered shall not be affected by any subsequent revocation or restriction of the Consent, or subsequent request for delivery of paper copies of Electronic Communications.
- (c) You may also request paper copies of any Electronic Communication without revoking the Consent by written request to the Notice Address. We may charge a reasonable fee for paper copies of any Electronic Communication otherwise deliverable to you electronically; provided, we shall not charge any fee for delivery of the Brochure, summary of material changes to the Brochure, Brochure Supplement.

19. GOVERNING LAW

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of which the Client resides, without giving effect to principles of conflict of laws.

20. ENTIRE AGREEMENT

This Agreement (including without limitation the exhibits to this Agreement) represents the parties' entire understanding with regard to the matters specified herein, and no other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to the other party concerning the subject matter of this Agreement.

21. SEVERABILITY

The provisions of this Agreement shall be severable. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, such finding shall not affect the validity or enforceability of the remainder of this Agreement.

22. AMENDMENTS

This Agreement may be amended by written agreement of all of the parties.

23. MISCELLANEOUS

All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and shall be binding on the parties as if executed in one document.

24. THE EFFECTIVE DATE; THE PARTIES

- (a) The “Effective Date” shall be the date this Agreement is executed on behalf of Client and Adviser.
- (b) In this Agreement, the “Client” shall refer to all of the account holders of the Program Account in which Program Assets are maintained, and shall include each individual or entity (jointly and severally, if more than one) on whose behalf this Agreement has been executed or who is identified below as a Client.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

Instructions: All account holders must sign this Agreement as Client. All natural person account holders must sign. For an account holder that is a limited or general partnership, all general partners must sign; for an account holder that is a trust, conservatorship, or other fiduciary arrangement, all trustees or other fiduciaries must sign; for an account holder that is a corporation, a duly authorized executive officer must sign; for an account holder that is a limited liability corporation, all elected managers, or if none, all members must sign.

This Agreement is between Adviser and the person(s) on whose behalf this Agreement has been executed (jointly and severally, if more than one, the "Client"). Each Client has received, read, and understands this Agreement and the Program, and agrees to perform, jointly and severally, the obligations of the Client under this Agreement.

CLIENT:

Client Signature

Name (Print)

Title or Capacity

SSN/Taxpayer Identification Number

Street Address

City State ZIP

Date of Execution: ____/____/____

ADVISER:

DEFINED WEALTH, INC.

By: _____

Title: _____

Date of Execution: ____/____/____

CLIENT:

Client Signature

Name (Print)

Title or Capacity

SSN/Taxpayer Identification Number

Street Address *(only if different from first Client)*

City State ZIP

Date of Execution: ____/____/____

NAME OF REPRESENTATIVE:

Scott Palmer

NAME OF INITIAL CUSTODIAN:

Charles Schwab & Co., Inc., through its Advisor Services division

EXHIBIT A TO ADVISORY AGREEMENT

(Terms used in this Exhibit A have the same meanings as provided in the Advisory Agreement to which this Exhibit A is an exhibit.)

Portfolio

Client Selects the following Portfolio for the Managed Account:

Portfolio	Client Initials	Client Initials
Risk Based Portfolios		
Target Date Portfolios		

Accounts Included In Household

Client maintains the following accounts with the Custodians shown below. The assets in these accounts shall be considered collectively as the “managed Assets” under the Agreement:

Account Registration	Custodian	Account Number

Email Address for Electronic Communications: _____

By providing an Email Address above, Client (and each person included as a Client, jointly and severally, if more than one) consents to the terms of paragraph 18 of the Advisory Agreement and the accompanying Terms and Conditions for Electronic Delivery, and agrees that Adviser may, but is not required to, deliver Electronic Communications to Client at or through the Email Address for all accounts Client establishes with Advisor, until such consent is revoked, as provided in the Advisory Agreement.

Defined Wealth Managed Account Program Fee Schedule

(Terms have the same meanings as provided in the Advisory Agreement to which these Fee Schedules are an exhibit.)

Account Value	Fee Rate
\$0-499,999	.90% (90 basis points)
\$500,000-999,999	.90% (90 basis points)
\$1,000,000-1,999,999	.75% (75 basis points)
\$2,000,000 +	.70% (70 basis points)
Account Termination Fee	\$95.00

The Defined Wealth Managed Account Program has a minimum account size of \$150,000. Fees are calculated on a per account basis unless accounts are designated as part of a household.

**EXHIBIT B TO ADVISORY AGREEMENT
TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY**

(Except as provided below, terms used in this Exhibit B have the same meanings as provided in the Advisory Agreement to which this Exhibit B is an exhibit.)

Client agrees Adviser may deliver Electronic Communications to Client using any method or technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff. This currently includes using any of the following means of electronic communications:

Email: Adviser may send an electronic mail message ("email") to the email address designated by Client in the Advisory Agreement or in any separate communication from Client to Adviser (the "Email Address"), and may attach Electronic Communications to the email or may include in the email a hypertext link with the Internet address (URL) where the Electronic Communication can be accessed, or

Website Communications: Adviser may notify Client, by paper document or by an email sent to the Email Address, that an Electronic Communication is available for electronic delivery (download) from a Website identified in such notice, and will provide instructions explaining the delivery process. Client may be required to establish an account, UserID, and password to access or download the Electronic Communication.

Client acknowledges that technical or other problems may result in Client not receiving Electronic Communications from Adviser. Client agrees that if a hypertext link to an Electronic Communication does not work or if Client is otherwise unable to access or download an Electronic Communication, Client will notify Adviser in writing at the Notice Address and request a paper copy of the Electronic Communication.

Client agrees to access and review promptly Electronic Communications sent to the E-Mail Address and, if applicable, through any account for Client on Adviser's or a Schwab's Website, to ensure Client is aware of time-sensitive information. Client agrees to notify Adviser, in writing, of any discrepancies within ten business days after Adviser sends an email or makes other Electronic Communication available to Client.

Each Electronic Communication (and the information therein) shall be deemed to be accurate and true unless Client notifies Adviser, in writing, of any discrepancy within such ten-day period. Client's notices of discrepancies shall be sent to Adviser at the Notice Address and must include the name(s) of the account holder(s) of the Account to which such discrepancy pertains.

Client understands and agrees that Client is responsible for establishing and maintaining the Email Address and access

to the Internet. Adviser is not responsible for Client's access or lack of access to the Email Address or the Internet. It is Client's obligation to notify Adviser of Client's Email Address, and of any changes to or problems with the Email Address. Adviser may take up to ten business days to take action in response to Client's notice of a change to or problems with the Email Address. All notices regarding the Email Address must be in writing and sent to Adviser at the Notice Address. Adviser will deliver paper copies of Electronic Communications in the event it becomes aware that the Email Address is not valid or accessible.

Client understands and agrees that Adviser may include Client's personal financial information in Electronic Communications, even though there is a risk of disclosure to or receipt by unintended third parties. Adviser will implement reasonable precautions to ensure the integrity, confidentiality, and security of Electronic Communications. Client acknowledges that the Internet is not a secure communications network. Electronic Communications are not encrypted. If Client uses an email address provided by or through an employer or third-party, such employer or third-party, any of their employees, or other persons may have access to Client's Electronic Communications. There is a risk that Electronic Communications may be delivered to an incorrect email address or intercepted by third parties. Unauthorized parties may access communications transmitted over the Internet.

After Adviser has sent or made an Electronic Communication available to Client, Client shall be responsible for maintaining the confidentiality of such Electronic Communication (and any personal financial information therein). Client is responsible for preventing unauthorized access to the Electronic Communications through Client's computer and through unauthorized use of Client's UserID or password. Adviser is not liable for unauthorized access to Electronic Communications, or Client's personal financial information arising from or as a result of third parties obtaining access to Client's computer, Client's UserID or password, or the Email Address. Client agrees to notify Adviser immediately if Client suspects or becomes aware of any unauthorized access to Electronic Communications, or Client's personal financial information.

Adviser will provide Electronic Communications free of charge. However, Client may incur costs to third parties (such as Internet Service Providers and email service providers) in connection with accessing the Internet, establishing and maintaining the Email Address, or

downloading, printing or storing Electronic Communications.

Client is responsible for having any necessary hardware, software or other technology to access the Internet, the Email Address, and the Electronic Communications. To receive Electronic Communications, Client will need: a personal computer with appropriate browser software installed, such as Microsoft Internet Explorer® 7.0 or higher (available free of charge at www.microsoft.com) or equivalent, capable of accessing the Internet and viewing web pages; a connection to the Internet via an Internet Service Provider or similar facility; a monitor; and a valid and accessible Email Address. To retain Electronic Communications, Client will need a printer (for printed copies), or hard drive or other electronic storage device with sufficient free space to download and store the Electronic Communications. Client may download and save, or print the Electronic Communications. Client is solely responsible for performing such downloads, for storing and protecting downloaded Electronic Communications, and for the costs of printing paper copies. Electronic Communications may be formatted in Adobe Acrobat's portable document format ("PDF"), hypertext mark-up language ("HTML") or other file formats Adviser deems appropriate. In order to view or print documents provided in PDF, Client must obtain Adobe

Acrobat Reader® 6.0 or higher, which is available free of charge at Adobe's website (located at www.adobe.com) and install it on Client's computer. If Adviser changes to a format other than HTML or PDF, it will provide reasonable advance notice of any new hardware and software requirements for accessing and retaining the information, and access to appropriate software and technical assistance, if necessary, with respect to such change.

Client agrees that Electronic Communications delivered to Client by any of the methods permitted under the Consent will be treated as having been delivered to Client when Adviser sends or makes the Electronic Communication available to Client, regardless of when Client actually accesses the Electronic Communication.

Client agrees not use email to deliver instructions or orders, to request or authorize any financial transaction, or to provide any notice that requires real-time communication or written authorization, whether required by law, rules of any exchange or regulatory body, or Adviser's policies. Any instruction, request, order, authorization, or notice sent by Client contrary to this paragraph will not be effective or processed by Adviser; and Adviser shall not be responsible for any loss or damage arising from or as a result of any such item not being effective or processed.