

**Northpoint Wealth Financial Services, LLC
INVESTMENT ADVISORY CONTRACT
("Agreement")**

Client Name:

Client Address:

Investment Advisory Contract

INVESTMENT AGREEMENT

The undersigned ("Client"), duly authorized, has established an Account/Relationship (the "Account"), and hereby agrees to engage Northpoint Wealth Financial Services, LLC ("IA") on the following terms and conditions.

I. Appointment of Northpoint Wealth Financial Services, LLC

The Client hereby appoints IA as investment advisor for the Account. IA shall supervise and direct the investments of and for the Account, subject to the objectives, limitations, and restrictions listed in the Client's Written Investment Policy, which is attached as Exhibit I. The persons authorized to act on behalf of the Client with respect to the Account are identified in Exhibit IV. Client agrees to promptly notify IA in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide IA with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.

II. Services by IA.

By execution of this Agreement, IA hereby accepts the appointment as investment advisor for the Account and agrees from and after the effective date, as referred to in the Schedule of Fees attached hereto as Exhibit II,

- (a) to supervise and direct the investments of the Account in accordance with the investment objectives of Client as listed on the attached Exhibit I, and as communicated hereafter in writing to IA from time to time;
- (b) to appraise and review, at least annually during the period of this Agreement investments of the Account, as initially accepted by IA, together with all additions, substitutions and alterations thereto; and
- (c) to render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from a Custodian. It is understood and agreed that IA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.

III. Procedure.

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client or Custodian. IA will have no custody, at any time, of Client funds and/or securities; and all funds/securities will be delivered between Client and Custodian only. Instructions of IA to Client or the Custodian with respect to investments shall be made in writing or orally and confirmed in writing as soon as practicable thereafter. The Custodian at the time this Agreement is executed is identified in the attached Exhibit III. If the identity of the Client's Custodian changes, the Client will provide IA with prompt, written notice of the change. Client hereby authorizes IA to receive from the Custodian a copy of any Custody Agreement in effect at any time with respect to the Account.

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IX. Service to Other Clients.

It is understood that IA performs investment advisory services for various Clients. Client agrees that IA may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with the advice given or action taken with respect to the Account, so long as it is the IA's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other Clients. Nothing in this Agreement shall be deemed to confer upon IA any obligation to acquire for the Account a position in any security which IA, its principals or employees may acquire for its or their own accounts or for the account of any other Client, if in the sole and absolute discretion of IA it is not for any reason practical or desirable to acquire a position in such security for the Account. IA shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the custodian for the Account.

IV. Client Accounts.

Client agrees to open an account with the Custodian, identified in Exhibit III, for the execution of securities transactions and custodial services. IA may receive certain administrative benefits from the Custodian that enable the IA to provide the Client with advisory services. Client understands that by instructing IA to execute all transactions on behalf of the Account through the Custodian, Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if IA was able to place transactions with other broker-dealers. Client may also forego benefits that Advisor may be able to obtain for its other Clients through, for example, the negotiation of volume discounts or block trades.

V. Inside Information.

IA does not purchase or sell, or recommend for purchase or sale, for the Account the securities of any issuer on the basis of any material nonpublic ("inside") information about any issuer of securities as may come into its possession.

VI. Proxies.

IA will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time except as may be directed by the Client and except as may be otherwise required by law.

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VIII. Fees.

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any increase in fees.

INVESTMENT SUPERVISORY SERVICES

Fees for these services will be based on a percentage of Assets Under Management as follows:

Based on Initial Aggregate Capital Contributions Per Annum fee	
\$100,000 - \$999,999	1.50%
\$1,000,000 and above	1.25%

These are the maximum fees that are negotiable, and the final fee schedule will be attached as Exhibit II. Fees are paid quarterly in advance, and Clients may terminate their account with thirty days written notice. Refunds will be given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Clients may terminate their accounts without penalty, for full refund, within 5 business days of signing the advisory contract. IA will withdraw advisory fees directly from the Client's accounts with written authorization. There is no account balance minimum, but a minimum \$500 annual fee will apply.

The IA uses model portfolios from two different custodians, Altruist and Dunham and Associates. Altruist calculates the advisory fee based on a calendar month, daily basis. Dunham calculates the advisory fee quarterly on a calendar quarter and average daily basis.

An example of Altruist's calculation is shown here:

Example of Fee Calculation for a calendar month:

Advisory fee = 1.5%

Number of Days in Month = 31

Number of Days in Year = 365 (non-leap year)

Daily Portfolio Balance = \$300,000*

*Balances change daily, used for simplicity for example

$$(300,000 \times 1.5\%) \times \left(\frac{31}{365}\right) = \$318.41$$

Example of Platform Fee Calculation for a calendar month:

Platform fee = 24 basis points

Number of Months=12

Number of Days in Month = 31

Number of Days in Year = 365 (non-leap year)

Daily Portfolio Balance = \$300,000*

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$$\$300,000 \left[\left(\frac{.24\%}{12} \right) \times \left(\frac{31}{365} \right) \right] = \$5.31$$

An example of Altruist's calculation is shown here:

Example of Fee Calculation for a calendar quarter:

Platform fee = .25%/12 = .020833% per month on average daily balance

Advisory fee = 1.5%/365 = .00027397% daily basis

Daily Portfolio Balance = \$300,000*

*Balances change daily, used for simplicity for example

Month 1

$$\left[\left(\frac{\text{Day 1 Balance} + \text{Day 2 Balance} + \dots + \text{Day 31 Balance}}{31} \right) \times .000020833 \right] \\ + \left(\sum (\text{Day 1 Bal} \times .0000411, \text{Day 2 Bal} \times .0000411, \dots, \text{Day 31 Bal} \times .0000411) \right) \\ = \$444.73$$

Month 2

$$\left[\left(\frac{\text{Day 1 Balance} + \text{Day 2 Balance} + \dots + \text{Day 28 Balance}}{28} \right) \times .000020833 \right] \\ + \left(\sum (\text{Day 1 Bal} \times .0000411, \text{Day 2 Bal} \times .0000411, \dots, \text{Day 28 Bal} \times .0000411) \right) \\ = \$407.74$$

Month 3

$$\left[\left(\frac{\text{Day 1 Balance} + \text{Day 2 Balance} + \dots + \text{Day 31 Balance}}{31} \right) \times .000020833 \right] \\ + \left(\sum (\text{Day 1 Bal} \times .0000411, \text{Day 2 Bal} \times .0000411, \dots, \text{Day 31 Bal} \times .0000411) \right) \\ = \$444.73$$

Total Q1 Fee = \$1,297.20

INVESTMENT ADVICE NOT INVOLVING SUPERVISION

All fees paid to IA are separate from the fees and expenses charged by the management of investment vehicles used in Client's account(s) such as a mutual fund, exchange traded fund, or real estate investment trust (REIT).

Model Portfolios may charge a separate platform fee independent of the IA.

Brokerages or trustees may charge transaction fees for the purchase or redemption (or sale) of shares of mutual funds (or individual securities).

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IX. Valuation.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the value reported on the statement that Clients receive directly from the custodian. The custodian will provide all valuation for securities independent from any IA involvement. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to the custodian by such sources as it may deem appropriate. Any other security shall be valued in such manner as it shall be determined in good faith by custodian to reflect its fair market value.

X. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to IA such evidence of such authority as IA may reasonably require, whether by way of a certified corporate resolution or otherwise; (c) that if the Client is subject to the requirements of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), the Client has notified IA of such fact in writing, and the Client representatives who have executed this Agreement are "named fiduciaries" of the Client. Client will indemnify IA from any liability or expense resulting from a breach of Client's representations or from actions of plan fiduciaries of any ERISA plan other than IA. IA is responsible only for the Account and not for the diversification or prudent investment of any outside assets of the Client.

XI. Representations by IA.

By execution of this Agreement, IA represents and confirms that it is registered as an investment advisor pursuant to state law.

XII. Self-Directed Assets

Client may desire to place or keep certain assets within Client's Account(s) that are selected by Client and are not the subject of investment advice by IA. These are "self-directed" assets. IA will have no responsibility to manage any "self-directed" assets in Client's Account(s), and IA will have no liability to Client for any loss relating to the "self-directed" assets. "Self-directed" assets will be identified on quarterly statements.

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XIII. Termination.

This Agreement shall continue in effect until terminated by either party by giving to the other 30 days written notice. No assignment of the Agreement by IA shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund.

XIV. Bond.

If a bond is required in connection with an Account, Client agrees to obtain and maintain for the period of this Agreement the bond in the amount specified by ERISA or other applicable law and agrees to include IA among those covered by such bond.

XV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to IA at: 5921 E. 97th St., Tulsa, OK 74137-5011, to the attention of its Member, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XVI. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Oklahoma except to the extent preempted by ERISA.

XVII. Exhibits.

The following Exhibits are attached, and are part of this Agreement:

Attached

Exhibit I	Client's Written Investment Policy
Exhibit II	Schedule of Fees
Exhibit III	Identification of Custodian
Exhibit IV	Identification of Authorized Firm Persons

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XVIII. Authority.

When necessary, IA shall authorize the payment of transaction costs from the Client's account. No commissions will be paid to IA or any IA affiliate.

Initials	
Client	Co-Client

Except as otherwise set forth in this Agreement, Client authorizes IA to investigate, purchase, and sell on behalf of Client, various securities and investments. IA is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. (Discretionary Investment Management)

Nothing in this Agreement grants IA or any "person associated with" IA (as defined in Section 202(a) (17) of the Investment Advisors Act of 1940, as amended (the "Act")) the authority to take custody or possession of any of Client's assets. For purposes of this Agreement "Account" shall be defined as follows: all accounts at any agreed Custodian for which Client has given IA a limited power of attorney.

XIX. Receipt of Form ADV Part 2A and ADV Part 2B

Initials	
Client	Co-Client

Client acknowledges receipt of IA's Part 2A of Form ADV and Representatives Part 2B prior to contract execution.

XX. _____ Assignment.

No assignment of the contract may be made by the investment adviser without the written consent of the Client.

XXI. Confidential Relationship.

Except as agreed to by Client or as is required to be disclosed by law, IA will keep confidential all information concerning Client's identity, financial affairs, or investments. IA generally does not disclose personal information about our Clients or former Clients to

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anyone. We do not disclose personal information about our Clients to our affiliates (e.g. Custodian or broker/dealer) without prior written Client authorization. Except as otherwise described in this Agreement, we restrict access to nonpublic personal information about you to employees of our firm and other parties who must use that information to provide services to you.

We limit the collection, use and retention of Client information to what we reasonably believe will help us deliver superior service, to administer our business, manage our risks, market our services and products, and to meet applicable laws and regulations. We provide Clients with relevant and appropriate choices regarding the sharing of information with our affiliates and others. We will give Clients choices regarding the sharing of information with affiliates and third parties in accordance with applicable law and their agreements with us.

We comply with the USA Patriot Act, Section 326. Please read this important information about procedures for opening a new account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

XXII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, IA in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIII. Minimum.

There is no account minimum.

XXIV. Market Conditions

Client acknowledges that IA's past performance and advice regarding the Client's account cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** IA does not guarantee or warranty that services offered will result in profit.

XXV. Disputes

Any controversy or claim arising out of or relating to this Agreement, or the breach whereof, shall be settled by arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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XXVI. *Risks.*

IA cannot guarantee the future performance of Client's Account(s), promise any specific level of performance, or promise that IA's investment decisions, strategies, or overall management of Client's Account(s) will be successful. The investment decisions IA 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(s), IA will not consider any other securities, cash or other investments Client owns unless Client has told IA to do so in Client's written instructions to IA. Except as may otherwise be provided by law, IA will not be liable to Client for any loss (i) that Client may suffer as a result of IA's good faith decisions or actions where IA 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; (ii) caused by following Client's instructions; or (iii) caused by the Custodian, any broker or dealer to which IA directs transactions for Client's Account(s) 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.

XXVII. *Death & Disability*

Client's death, disability, or in-competency will not automatically terminate or change the terms of this Agreement. However, Client's personal representative, guardian, attorney-in-fact, or other authorized representative may cancel this Agreement by giving written notice to IA.

XXVIII. *CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS.*

The Client hereby acknowledges and agrees to IA delivering communications and documents by electronic means rather than traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Client's Account, the Client authorizes IA to deliver all communications by email at the email address specified by the Client on the Signature Page to this Agreement. The Client acknowledges possessing the technical ability and resources to receive electronic delivery of documents. The Client further consents that IA may provide in any electronic medium (including via email) any disclosure or document that is required by applicable securities laws to be provided by IA. The consent granted herein shall remain in effect until revoked in writing by the Client.

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IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

ACCEPTED BY:

Print Name

Social Security or Tax I.D.

Date

Signature of Client

Print Name [Joint]

Social Security or Tax I.D.

Date

Signature of Client

Client Address

Accepted by:

Advisor (Print Name)

Date

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Exhibit II

Fee Schedule

The following are the fees charged by Investment Advisory Firm (IA) for services provided:

INVESTMENT SUPERVISORY SERVICES

Fees for these services will be based on a percentage of Assets Under Management as follows:

Initials	
Client	Co-Client

Based on Initial Aggregate Capital Contributions Per Annum fee

\$100,000 - \$999,999 _____%

\$1,000,000 - and above _____%

Client acknowledges receipt of fee schedule before contract execution.

These are maximum fees that are negotiable. Fees are paid quarterly in advance, and Clients may terminate their account with thirty days written notice. Refunds will be given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Clients may terminate their accounts without penalty, for full refund, within 5 business days of signing the advisory contract. IA will withdraw advisory fees directly from the Client's accounts with written authorization. There is no account balance minimum, but a minimum \$500 annual fee will apply.

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Exhibit III

Identification of Custodian:

The Custodian for the Account is:

_____ IA use Model Portfolios from the Model Market Place with Altruist Financial, LLC, 3030 S. La Cienega Blvd, Culver City, CA 90232, Telephone 888-510-4660, custodian, Apex Clearing Corp. Altruist Financial LLC (“Altruist”), an unaffiliated SEC-registered broker dealer and FINRA and SIPC member. Custody, clearing, and execution services are provided by Altruist Financial LLC as a self-clearing broker-dealer through Apex, an unaffiliated custodian.

_____ IA uses Custom Asset Allocation Program with Dunham and Associates Investment Council, Inc., 10251 Vista Sorrento Parkway, Suite 200, San Diego, CA 92121, Telephone 800-442-4358, custodian, Dunham Trust Company, 241 Ridge St #100, Reno, NV 89501.

A copy of the Custody Agreement is not attached as part of this Exhibit III.

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Exhibit IV

Identification of Authorized Firm Persons

The following persons at the IA are authorized to act on behalf of Client with respect to the Account.

Client will provide IA with prior written notice of any changes in the persons at IA so authorized.

Gene Bishop, MBA, Financial Advisor