

Wealth And Wellness Group

Investment Advisory Agreement



AGREEMENT, made this _____ day of _____, 2025 between Wealth and Wellness Group, a registered investment adviser in the State of Michigan, whose principal mailing address 690 Hope St, Suite B, Brighton, MI 48116 (the “ADVISER”) and the undersigned party (the “CLIENT”),

1. Scope of Engagement:

(a) CLIENT hereby appoints ADVISER as an Investment Adviser to perform the services hereinafter described, and ADVISER accepts such appointment. ADVISER shall be responsible for the investment and reinvestment of those assets designated by CLIENT to be subject to ADVISER’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”).

(b) ADVISER is not responsible for managing the Assets until it has been notified by the custodian that all Assets have been received and accepted by the custodian into the Account and ADVISER has received all required paperwork properly completed by CLIENT.

(c) CLIENT delegates to ADVISER all of its powers with regard to the investment and reinvestment of the assets and appoints ADVISER as CLIENT’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in CLIENT’s name for the Account.

(d) ADVISER is authorized, without prior consultation with CLIENT, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets.

(e) ADVISER is authorized to delegate the active discretionary management of all or part of the Assets to one or more independent investment managers and/or investment management programs (referred to collectively as “independent investment managers”). The terms and conditions under which independent investment managers may be engaged, which may include separate fees in addition to ADVISER’s fee, may be set forth in a separate written agreement between CLIENT and the designated independent investment managers. ADVISER is authorized to terminate or change independent investment managers when, in ADVISER's sole discretion, ADVISER believes such termination or change is in CLIENT’s best interest. ADVISER shall continue to render services to CLIENT relative to the supervision of the independent investment managers and ongoing monitoring and review of Account performance, asset allocation, and investment objectives, for which services ADVISER shall be paid the ADVISER compensation as described below in Section 2.

(f) CLIENT authorizes ADVISER to respond to inquiries from and communicate and share information with, CLIENT’s attorney, accountant, and other professionals to the extent necessary in furtherance of ADVISER’s services under this Agreement.

(g) CLIENT agrees to provide information and/or documentation requested by ADVISER in furtherance of this Agreement as pertains to CLIENT’s objectives, needs and goals, and to keep ADVISER informed of any changes regarding the same. CLIENT acknowledges that ADVISER cannot adequately perform its services for CLIENT unless CLIENT diligently performs his responsibilities under this Agreement. ADVISER shall not be required to verify any information obtained from CLIENT, CLIENT’s attorney, accountant or other professionals, and is expressly authorized to rely thereon.

(h) CLIENT acknowledges and understands that the service to be provided by ADVISER under this Agreement is limited to the management of the Assets and may include some limited financial planning or any other related or unrelated consulting services while providing management services.

2. Adviser Compensation:

(a) ADVISER's annual fee for investment management services provided under this agreement shall be based on a percentage (%) of the market value of the Assets under management in accordance with the fee schedule enclosed herewith as Schedule "A". This annual fee shall be paid monthly, advance, based upon the market value of the Assets on the last day of the month. No increase in the annual fee shall be effective without prior written notification to CLIENT.

(b) CLIENT authorizes the custodian of the Assets to charge the Account for the amount of ADVISER's fee and to remit such fee to ADVISER in accordance with required regulatory procedures.

(c) In addition to ADVISER's annual investment management fee, CLIENT shall also incur relative to: (i) all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses); and (ii) independent investment managers, the fees charged by each separate independent investment manager

(d) No portion of ADVISER compensation shall be based on capital gains or capital appreciation of the Assets.

3. Custodian:

The Assets shall be held by an independent custodian, not ADVISER. ADVISER is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as ADVISER shall direct in connection with the performance of ADVISER's obligations in respect of the Assets.

4. Execution of Brokerage Transactions (when applicable):

If requested, ADVISER shall arrange for execution of securities brokerage transactions for the Account through broker-dealers that ADVISER reasonably believes shall provide "best execution". Transactions for each client generally shall be effected independently, unless ADVISER decides to purchase or sell the same securities for several clients at approximately the same time. ADVISER may (but is not obligated to) combine or "batch" sold orders to obtain best execution.

5. Account Transactions:

CLIENT recognizes and agrees that in order for ADVISER to discharge its responsibilities, it must engage in securities brokerage transactions described in Section 1 herein, that commissions and/or transaction fees are generally charged for effecting securities transactions and the brokerage commissions and/or transaction fees charged to CLIENT for securities brokerage transactions are exclusive or, and in addition to, ADVISER compensation as defined in Section 2 hereof.

6. Risk Acknowledgement:

ADVISER does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that ADVISER may take or recommend for the Account, or the success of ADVISER's overall management of the Account. CLIENT understands that investment recommendations for the Account by ADVISER are subject to various market, currency, economic, political and business risks, and that those investment decisions shall not always be profitable.

7. Directions to the Adviser:

All directions, instructions and/or notices from the CLIENT to ADVISER shall be in writing (email notice shall suffice), including notification of a change in CLIENT's investment objective(s). ADVISER shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing.

8. Adviser Liability:

ADVISER, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the CLIENT by ADVISER, including a broker-dealer and/or custodian. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation or any rights which CLIENT may have under any federal securities laws. If the Account contains only a portion of CLIENT's total assets, ADVISER shall only be responsible for those assets that CLIENT has designated to be the subject of ADVISER's investment management services under this Agreement without consideration to those additional assets not so designated by CLIENT.

9. Proxies:

ADVISER shall have no authority to vote proxies and CLIENT shall be responsible for directing the manner in which proxies solicited by issuers of securities beneficially owned by CLIENT shall be voted and in making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other types of events pertaining to the securities in CLIENT's Account. CLIENT authorizes and directs ADVISER to instruct the custodian to forward to CLIENT copies of all proxies and shareholder communications relating to the Assets. In addition, CLIENT shall maintain exclusive responsibility for all legal proceedings or other such types of events pertaining to the Assets, including, but not limited to, class action lawsuits.

10. Reports:

Custodian shall provide CLIENT with periodic reports for the Account. In the event that ADVISER provides supplemental Account reports which include assets for which ADVISER does not have discretionary investment management authority, CLIENT acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice.

11. Termination:

This Agreement shall continue in effect until terminated by either party by written notice to the other (email notice shall not suffice), which written notice must be signed by the terminating party. Termination of this Agreement shall not affect (i) the validity of any action previously taken by ADVISER under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) CLIENT's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, ADVISER shall have no obligation to recommend or take any action with regard to the securities, cash or other investments in the account.

12. Assignment:

This Agreement shall be binding upon and shall inure to the benefit of CLIENT and ADVISER and to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder shall not be assignable, transferable, or delegable without the express written consent of the other party. Notwithstanding the foregoing, ADVISER may assign this Agreement by providing written notice to CLIENT of such assignment and CLIENT, within thirty (30) days of receipt of the notice, does not respond in writing to ADVISER requesting the termination of this Agreement. CLIENT acknowledges and agrees that transactions that do not result in a change of actual control or management of ADVISER shall not be considered as assignment pursuant to Rule 202(a) (1)-1 under the Investment Advisers Act of 1940.

13. Non-Exclusive Management:

ADVISER, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as ADVISER does for the Assets. CLIENT expressly acknowledges and understands that ADVISER shall be free to render investment advice to others and that ADVISER does not make its investment management services available exclusively to CLIENT. Nothing in this Agreement shall impose upon ADVISER any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which ADVISER, its principals, affiliates or employees, may purchase or sell for their own accounts or for the Account or if ADVISER determines in the best interest of the Account it would be impractical or undesirable.

14. Death or Disability:

The death, disability or incompetency of CLIENT shall not terminate or change the terms of this Agreement. However, CLIENT's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to ADVISER. CLIENT recognizes that the custodian may not permit any further Account transactions until such time as any documentation required is provided by the custodian.

15. Disclosure Statement:

CLIENT hereby acknowledges prior receipt of a copy of the Disclosure Statement of ADVISER as same is set forth on Part 2A of Form ADV (Uniform Application for Investment Adviser Registration) and Part 2B (Brochure Supplement).

16. Severability:

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

17. Client Conflicts:

If this Agreement is between ADVISER and related clients (i.e. husband and wife, life partners, etc.), ADVISER's services shall be based upon the joint goals communicated to ADVISER. ADVISER shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to ADVISER. ADVISER shall not be responsible for any claims or damages resulting from such reliance or from any change in the status or the relationship between the clients.

18. Electronic Consent:

CLIENT hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from ADVISER. These items may include but are not limited to: all statements or reports produced by ADVISER; trade confirmations; billing invoices; all client brochures (Form ADV, Wrap Brochure, etc.); privacy statements; and any other notices or documentation that ADVISER chooses to provide on an ongoing or occasional basis. CLIENT agrees to immediately notify ADVISER of any changes to CLIENT's e-mail address shown below or other electronic delivery address.

19. Privacy Notice:

CLIENT acknowledges prior receipt of ADVISER's Privacy Notice.

20. Entire Agreement/Applicable Law:

This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between ADVISER and CLIENT shall be the County of Livingston, State of Michigan.

21. Amendments:

ADVISER may amend this Agreement upon written notification to CLIENT. Unless CLIENT notifies ADVISER to the contrary, in writing, the amendment shall become effective thirty (30) days from delivery.

22. Authority.

CLIENT acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. CLIENT correspondingly agrees to immediately notify ADVISER, in writing, in the event that either of these representations should change.

23. Survival of Provisions.

In the event of termination of this Agreement pursuant to Section 11, operation of law or otherwise, the provisions of Section 2 shall remain in effect so as to ensure payment of ADVISER's fee, as well as the provisions of Sections 8, 15, 17 and 21 as necessary to give effect thereto.

24. Electronic Delivery.

By signing this agreement, you elect to receive you elect to receive written communications and documents from us via e-mail without also receiving paper copies. These documents ("Documents") include, but are not limited to: (i) Form ADV, Form CRS, Brochures and any periodic update or summary of material changes thereto; (ii) disclosure documents; (iii) documents and other materials concerning our Firm, your account and investments; and (iv) documents and other materials related to servicing and/or managing your accounts, including materials related to investment offerings or products. While we may deliver paper copies of client communications to you from time to time, the delivery of such paper copies will not affect your consent to future delivery of electronic client communications.

This consent may be revoked at any time, and you may elect to receive paper copies by informing us of this change in writing. You hereby acknowledge that it is your responsibility to immediately review communications delivered via e-mail to the e-mail address provided to us. You further agree to contact us should there be a discrepancy as to the contents therein. The Documents sent to you by e-mail may not be encrypted. Although the Documents and the manner of their delivery are not intended to contain personally identifiable information, they may contain in their design part of all of you name or other identifier that could be seen or intercepted by others. You agree to hold us and our affiliates, directors, officers, members, employees, agents, successors, and assigns free from any damages related to or arising from the delivery of client communications via e-mail.

IN WITNESS WHEREOF, CLIENT and ADVISER have each executed this Agreement on the day, month and year first above written.

Sign: _____ Date: _____

Print client name: _____ Client E-mail: _____

Sign: _____ Date: _____

Print client name: _____ Client E-mail: _____

Wealth & Wellness Group

By: _____



Wealth And Wellness Group Fee Schedule

The following services will be provided:

☐ **Financial Planning Fee Schedule**

☐ A fixed minimum fee of \$ 1,000. Fixed Fee of \$ _____

☐ Hourly fee off \$300. # of Hours _____

☐ **Second Opinion Services**

A minimum flat fee of \$500. Flat Fee of \$ _____

☐ **Trustee Management Fee Schedule**

A fixed minimum fee of \$1,500 for serving as trustee

☐ If selected, an additional 0.10% will be charged.

☐ **Portfolio Management Fee Schedule**

Portfolio Size Annual Fee:

Less than \$ 1,000,000 1.00%

Greater than \$ 1 million less than \$ 2.5 million 0.75%

Greater than \$ 2.5 million less than \$ 5 million 0.50%

Greater than \$ 5 million negotiable.

Negotiable Rate _____%

*We require an annual minimum fee of \$500.

Multiple accounts of family members may be entitled to asset aggregation for the purpose of providing a lower percentage charge for assets under management.

Additional charges for second opinion services will apply for additional portfolios and/or a larger number of individual assets. Fees are payable at the delivery of the findings and reports.

In the event Wealth and Wellness Group shall serve as a named Trustee, each Trusted account may be subject to an additional 10 basis point asset management fee or may be subject to an annual flat rate charge, as specifically disclosed at the time of document execution, and which is subject to change.

Portfolio management fees are payable on a monthly basis, in arrears unless otherwise agreed upon in writing.

Financial planning/ Financial Advisory fees are provided for on a separate fee schedule, shall be fully disclosed prior to Wealth and Wellness Group's engagement and shall be due at the time of the delivery.