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## INVESTMENT ADVISORY – ASSET MANAGEMENT AGREEMENT

This AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 between \_\_\_\_\_ ("Investor(s)") and WMS Advisors, LLC, a registered investment adviser.

### SERVICES:

The Investor(s) desires to utilize the services of the Advisor in monitoring and managing the Investor's current investment portfolio. The objectives of this program are to monitor the existing investments providing periodic suggestions regarding asset allocation, alternative investment opportunities and general investment counseling. The Investor(s) understands that he/she will retain discretion over the account(s). The Investor(s) is under no obligation whatsoever to the Advisor, other affiliated companies, or any of the representatives to take any action recommended. The Investor(s) understands the program objectives may not be met and there can be no guarantee of future investment performance. The Investor(s) understands this to be a long-term investment plan, subject to general market conditions and volatility and agrees to be fully responsible for all decisions relating to the alternatives presented and selected.

The advisor will rely upon the financial information provided by Investor(s). Investor(s) agrees to provide complete and accurate financial information and to notify Advisor in writing of any change in Investor(s) circumstances, which might affect the manner in which Investor(s) assets should be invested.

At this time, the advisor has agreed to manage the investors account(s) and to provide the following:

**Portfolio Design, Maintenance and Monitoring** – our basic objective is to preserve capital through diversification and management of various assets classified according to historical and projected risks and rates of return, and to obtain capital growth. Periodically, we will review and rebalance the portfolio in accordance with the Asset Class allocations approved in writing by the Investor. Purchases and sales of approved investments done to rebalance an Investor's portfolio shall not be considered discretion. Quarterly reports will be generated and are designed to summarize and categorize the investments while also providing historical performance information.

In addition to Portfolio Maintenance and Monitoring, Investors on our Service Offerings platform will receive additional services depending on total assets under management. Services provided at each level have been detailed below:

	Level 1	Level 2	Level 3
Portfolio Value:	\$5M+	\$1M - \$5M	< \$1M
<b>Relationship Management - Primary Advisory Team</b>			
Dedicated Team of Client Advisor(s) and Client Service Associates	X	X	X
<b>Portfolio and Investment Management:</b>			
Portfolio Design / Maintenance	X	X	X
Annual Review of Investment Policy Statement and Risk Profile	X	X	X
<b>Reporting and Communications:</b>			
Quarterly Performance Reports	X	X	X
Household Aggregate of Outside Investment Accounts - Annually Meeting Frequency	Quarterly	Semi-Annually	Annually
<b>Financial Planning:</b>			
Goal Planning and Projections	X	X	X
Insurance Analysis - Disability, Life, and Long-Term Care	X	X	
Income and Cash Flow Planning	X	X	
Other Planning Services (see below)	X		
<b>Tax and Estate Planning:</b>			
Tax Loss Harvesting	X	X	X
Tax Planning Assistance	X	X	
Estate Planning Assistance	X	X	
Other Wealth Planning Services (as requested and agreed upon) <sup>i</sup>	X	X	
<b>Relationship Coordination/Partnerships</b>			
Tax and Accounting	X	X	
Insurance Specialist	X	X	
Estate Attorneys	X	X	
Other Professionals (as requested and agreed upon)	X	X	

**FEES:**

The fees for these services are based on assets under management and are calculated quarterly at the closing market value on the last business day of the previous calendar quarter and are billed in advance of each quarter. The fees to be received by the Advisor are assessed on all assets under management. In the event the Investor(s) begins participation in the program after the first day of the calendar quarter, the fee for such quarter shall be calculated proportionately with respect to the number of days remaining in such quarter based on the market value of the portfolio as of that date. In the event the Investor(s) ceases participation prior to the last day of a calendar quarter, a pro-rata portion, based upon days remaining in such quarter, of the quarterly fee paid in advance, will be refunded to the Investor(s). The Advisor may not be compensated on the basis of a share of capital gains or upon capital appreciation of investor funds.

## Wealth Management Fee Schedule

Portfolio Value		WMS Fee
\$ -	\$ 500,000	1.25%
\$ 500,000	\$ 1,000,000	1.00%
\$ 1,000,000	\$ 2,000,000	0.90%
\$ 2,000,000	\$ 5,000,000	0.80%
\$ 5,000,000	\$ and above	0.70%

In addition to fees assessed and payable to the Advisor as identified above, Investor(s) may also pay management, investment advisory, and administration and reporting fees to third party managers as outlined by agreements and fee disclosures provided by the same. Investors(s) should consider total fees assessed and discuss these fees with the Advisor.

The Advisor uses primarily exchange traded funds (ETFs), mutual funds, individual stocks, or bonds in the portfolios and models, however, depending on the custodian used and the particular security, there may be trading costs of \$0-\$40.00 per trade to implement and rebalance these models. Trading costs are automatically deducted from each trade and the Advisor does not receive any portion of these charges as additional compensation.

If mutual funds are used, there may be expenses that are paid by its shareholders, and if the Investor(s) requires a custodian other than one provided by this program, there may be a cost in addition to the fee paid to the Advisor.

Charles Schwab & Co. (Schwab) is our preferred custodian and offers a built-in billing platform, competitive trading costs, and investment flexibility; however, the Investor(s) is under no obligation to use Schwab. Investor fees on the Schwab platform will be deducted directly from the investor's brokerage account. If the Investor(s) chooses another custodian, outstanding bills will be subject to the billing guidelines provided below.

If the investor elects to utilize billing on assets under management within an account without utilizing Schwab as custodian, the Advisor will generate a bill internally. These Fees are due and payable upon presentation. All invoices unpaid after thirty days will bear interest at the rate of one-half percent (.5%) per month (6% per annum). Should an account remain unpaid for more than two months (60 days), the Advisor reserves the right to discontinue all services and refer such an account to collection, including any related costs of collection.

### **RESEARCH AND GUARANTEES:**

All opinions, advice, recommendations, or suggestions are based on information and research derived from original or published sources believed to be accurate and reliable but recognized as not infallible. There can be no guarantee the recommendations or management services will prove to be profitable in the future or that they will equal the performance of any previous recommendations. Nothing contained in this agreement shall constitute a waiver of the limitation of rights that an investor may have under federal or state securities laws.

## **TERMINATION/ASSIGNMENT:**

This Agreement shall have a five (5) day rescission period upon signing and automatically renew on an annual basis unless terminated in writing by the Investor(s) or the Advisor. Either party to this Agreement can cancel this agreement prior to this date by sending written notice of termination to the other party. Upon receipt by the Advisor of written notice of the cancellation of this agreement, the Advisor shall not make any new commitments or undertake any additional obligations on behalf of the Investor(s). Any unused portion of management fees will be returned to the Investor(s). Neither party may assign this agreement without the prior consent of the other party.

## **ARBITRATION:**

- (a) **Arbitration Requirement** – Any dispute involving the Investor(s) relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below.
- (b) **Arbitration Disclosure** – Arbitration is final and binding on the parties. Investor(s) understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities laws and the investor is not waiving any rights provided under state or federal securities laws to pursue a remedy by other means. Pre-arbitration discovery is generally more limited than, and different from court proceedings. The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
- (c) **Arbitration Agreement** – Any controversy or dispute arising between the Investor(s) and the Advisor will be determined by an arbitration proceeding, to be held in accordance with the commercial arbitration rules of the American Arbitration Association. Any award rendered therein shall be final and binding upon each and all of the parties, and judgment may be entered thereon in any court having jurisdiction thereof.

No person shall bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court, a punitive class action or who is a member of a punitive class and who has not opted out of the class with respect to any claims encompassed by the punitive class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the Investor(s) is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

## **DISCLOSURE:**

The Investor(s) acknowledges that certain Investment Advisor Representatives of the Advisor is a registered representative of a broker/dealer, and as such, may receive commissions and/or income from any brokerage placed through such broker/dealer. This affiliation could create a conflict of interest that should be considered and discussed prior to signing this contract. With regard to the asset custodian, the Investor has the responsibility of choosing their custodian<sup>2</sup>. All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing as required by law. The Advisor cannot reassign this contract without written consent from the Investor(s) to the agreement.

**ELECTRONIC COMMUNICATIONS ACCEPTABLE:** The Investor *consents to electronic delivery of required disclosure documents* and other communications by the Advisor. Such consent will remain effective unless revoked by the Investor, in writing. The Advisor will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Investor has provided the Advisor with one or more valid email addresses that the Advisor may use to communicate with the Investor. The Investor may revoke its consent to receive communications electronically at any time by notifying the Advisor.

I (We) consent to electronic delivery of required disclosure documents.

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Initial

\_\_\_\_\_

Email Address

\_\_\_\_\_

Initial

\_\_\_\_\_

Email Address

**CLIENT CONFLICTS:** If this Agreement is with more than one Investor, our Services shall be based upon the joint goals as communicated to us by the Investors, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Investors.

**ACKNOWLEDGMENT:**

The Investor(s) hereby acknowledges receipt of Parts 2 and 3 of Form ADV: Firm Brochure or a brochure containing the information relating to the Advisor and the nature of its business pursuant to the Securities and Exchange Commission. If the Form ADV Part 2 was not delivered to the Investor at least 48 hours prior to the Investor entering into any written or oral advisory Agreement with this investment Advisor, then the Investor has the right to terminate the Agreement without penalty within five business days after entering into the Agreement. For the purposes of this provision, the Agreement is considered entered into when all parties have signed the Agreement, any other provisions of this Agreement notwithstanding.

If the above adequately expresses your understanding regarding this engagement, please acknowledge such by signing and returning the enclosed copy of this agreement at your earliest convenience. We appreciate the confidence you have placed in us and hope that we can continue a long and mutually beneficial association.

**AGREED AND ACCEPTED:**

_____ Investor Signature	_____ Date	_____ WMS Advisor Signature
_____ Investor Name – Please Print	_____ WMS Advisors Name	
_____ Investor Signature	_____ WMS Principal Signature Tom MacLennan	_____ Date
_____ Investor Name – Please Print	_____ WMS Principal Name	
_____ Date	_____ Date	

Securities offered through Grove Point Investments, LLC, member [FINRA/SIPC](#). Investment Advisory Services offered through Grove Point Advisors, LLC, and WMS Advisors. Grove Point Investments, LLC & Grove Point Advisors LLC are subsidiaries of Grove Point Financial, LLC. WMS Advisors, LLC is not affiliated with Grove Point Financial, LLC or its subsidiaries. Securities and Investment Advisory Services offered at 11810 Grand Park Ave Suite 500 Rockville, MD 20852. Investment Advisory Services through WMS Advisors, LLC also offered at 6135 Park South Drive, Suite 510 Charlotte NC 28210 Form CRS Link: [www.grovepointfinancial.com/for-investors](http://www.grovepointfinancial.com/for-investors)