
SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into on _____ ("Effective Date") by and between the undersigned party,

CLIENT _____ whose email address is _____

CLIENT _____ whose email address is _____

whose mailing address is _____

Street Address, City, State, and Zip Code

(hereinafter referred to as "Client," "you," or "your"), and New Dimensions Wealth Management, L.L.C., a registered investment adviser, whose mailing address is 550 S. Watters Road, Suite 242, Allen, Texas 75013, and email address is office@ndwealth.com (hereinafter referred to as "Adviser," "us," "we," or "our"). The Client and Adviser may be referred to in this Agreement individually as a "Party" and together as the "Parties."

1. Services. Subject to the terms and conditions of this Agreement, we shall provide you with the following services:

- ☐ Financial Planning Services Only
- ☐ Wealth Management Services (Financial Planning and Investment Management Services)

All Investment Management Services are conducted on a discretionary basis in accordance with your investment needs, goals, and objectives as set forth in your Investment Policy Statement ("IPS"). The details of our discretionary Investment Management Services and related fees are set forth below.

2. Scope of Services

a. Financial Planning Services. Adviser's financial planning services are designed to provide Client with an analysis of steps the Client may wish to consider within their investment portfolio and financial situation in order to help achieve their financial goals and objectives. To begin this process, Adviser will gather certain necessary information to assess the Client's current financial situation. Based upon this initial interview, Adviser will request that the Client provide Adviser with all necessary documentation in order to assess the Client's current and anticipated investment positions and financial objectives. Once we have an opportunity to consider all information, Adviser will present Client with a financial plan. The Client has full discretion to accept or reject Adviser's recommendations contained in Client's financial plan. As further discussed below, the Client acknowledges that Adviser will rely upon the information provided by the Client at all times and that Adviser will have no liability for the Client's failure to provide accurate and complete information.

Client desires Adviser to perform Financial Planning Services. Financial Planning Services will include a review of all aspects of client's current financial situation, including, but not limited to, retirement planning, education planning, cash management, risk management, insurance, goal setting, estate and charitable giving planning, tax planning, stock option analysis, and capital needs planning.

Fees for our Financial Planning Services are set forth below in Section 4.a. A one-time financial planning fee is required upon the delivery of your financial plan. This fee covers the development and presentation of a comprehensive financial plan tailored to your individual goals and circumstances. Delivery of a financial plan will be completed no later than six months from the commencement of our engagement, assuming all relevant client information is provided in a timely manner and will include a 90-day retainer to address any client questions. Our financial planning services shall be completed 90 days following the presentation and delivery of your financial plan under this agreement.

Our financial planning recommendations may be implemented, at your sole discretion, with the professional adviser(s) of your choosing (including your broker, accountant, attorney, etc., as the case may be). When performing the Financial Planning Services under this Agreement, we are neither your attorneys, nor your accountants, and no portion of the financial plan or any Financial Planning Services rendered by us should be interpreted by you as legal or tax advice. We recommend that you seek the advice of a qualified attorney and accountant to provide such services.

In the event that you wish to engage Adviser to provide investment management services, we can do so for a separate and additional fee as described in Section 4.b. below, to be negotiated and memorialized in writing prior to the commencement of any investment management services. Should you choose to engage in Adviser's ongoing Wealth Management Services your financial plan will be reviewed and updated annually at no additional cost for as long as the Wealth Management engagement remains in effect. **If you do not engage in Wealth Management Services, updates to your financial plan will be available upon request and subject to a separate fee after the initial engagement.**

b. Discretionary Investment Management Services. For discretionary investment management services, Client hereby appoints Adviser as Client's attorney-in-fact and grants Adviser limited power-of-attorney with discretionary trading authority to effect investment transactions involving Client's Account(s), including the authority to buy, sell, and trade in stocks, bonds,

mutual funds, index funds, exchange traded funds and other securities (such as short-term money market instruments) and/or contracts relating to the same, including on margin (only if a separate written margin authorization has been granted). Pursuant to this discretionary authority, Adviser is authorized, from time to time, to invest, sell, and reinvest proceeds in the Account(s), at its discretion, and without obtaining Client's prior confirmation of any proposed action and to give instructions in furtherance of such trading authority to brokers, dealers and/or other parties necessary to effect such transactions on behalf of the Account(s). Adviser may give a copy of this Agreement to any broker-dealers authorized to execute transactions in the Account(s) as evidence of Adviser's authority to act for Client in connection with the transaction. Unless otherwise noted, spouses will be given equal access to all information provided to us and all recommendations offered by us unless explicitly stated otherwise and confirmed in writing.

3. Client Information. Adviser will request that the Client provide all necessary information in order for Adviser to assess the Client's current and anticipated investment positions, guidelines and objectives. Such information may include, but will not be limited to, current and anticipated income, expenses, income tax levels, investment and non-investment assets and liabilities, investment risk tolerance, personal goals and objectives, insurance policies, business interests, and any other necessary financial and personal information, along with any reasonable restrictions that the Client may wish to impose ("Investment Guidelines").

The Client understands and acknowledges that Adviser will rely upon the information provided by the Client at all times and that Adviser will have no liability for the Client's failure to provide accurate and complete information. Client further agrees to promptly notify Adviser of any material change in Client's financial circumstances, including investment needs, restrictions and risk tolerances, or if any information provided to Adviser becomes inaccurate or changes due to various circumstances.

Adviser will use its reasonable efforts to comply with any Investment Guidelines, including any reasonable restrictions requested by Client in accordance with normal industry practice. In the event any securities are purchased outside of such guidelines or restrictions, Adviser will take reasonable steps to bring the Account(s) back in-line with the Client's stated objectives.

4. Financial Planning and Investment Management Fees

a. Financial Planning Fees. Financial plans are priced according to the degree of complexity associated with the Client's financial situation. A deposit of \$500 is required and balance of payment due upon receipt of the final Financial Plan presented.

Financial Planning Fee to be Assessed (Fixed Fee; see table below)

Net Worth excluding Primary Home Equity							
Adjusted		\$0 to \$1,000,000	\$1,000,000 to \$2,000,000	\$2,000,000 to \$3,000,000	\$3,000,000 to \$4,000,000	Over \$4,000,000	
Gross	\$100,000	\$3,000	\$3,250	\$3,500	\$3,750	\$4,000	Client Initials
Income	\$200,000	\$3,250	\$3,500	\$3,750	\$4,000	\$4,250	
(less than	\$300,000	\$3,500	\$3,750	\$4,000	\$4,250	\$4,500	
or equal)	\$400,000	\$3,750	\$4,000	\$4,250	\$4,500	\$4,750	
	\$500,000	\$4,000	\$4,250	\$4,500	\$4,750	\$5,000	
Plans that are unusually complex or outside this range will be priced individually							Client Initials

Please let us know if your Adjusted Gross Income was unusually high or low in the previous year; we can discuss a reasonable estimate for your plan fee.

b. Investment Management Fees. Our fee for discretionary Investment Management Services is based on an annualized quarterly management fee based on the market value of assets under management ("AUM") of Client's Household (including cash) as of the last business day of the preceding calendar quarter as valued by the Custodian. For the purpose of fee billing only, Client's Household is defined as Client, spouse, domestic partner and minor children.

Unless otherwise noted, Adviser bases its investment management fees on the Client's assets under management according to the following annual fee schedule:

	Household Assets Under Management	Annual Fee (% of AUM)	
Tier 1	Assets up to \$500,000	0.80%*	Client Initials
Tier 2	\$500,001 to \$1,000,000	0.60%	
Tier 3	\$1,000,001 to \$1,500,000	0.40%	
Tier 4	All assets above \$1,500,001	0.30%	
*A minimum annual fee of \$6,000 will apply (\$1,500 quarterly)			Client Initials

Investment Management Fees are submitted to the Custodian of record and debited from Client's Account(s) as soon as practicable following the last business day of each calendar quarter. The asset-based fee shall be prorated and paid quarterly, in advance. For the initial quarter, fees shall be calculated on a pro rata basis commencing on the day Client's Assets are received by Adviser for Investment Management Services under this Agreement. Fees are negotiable. No portion of the asset-based fee is calculated on the performance of the Account.

You hereby direct and authorize the Custodian to debit the quarterly fee amount provided by Adviser from one or more of your Accounts. You also direct and authorize us to instruct the Custodian to send you and Adviser a statement, at least quarterly, indicating all amounts disbursed from your Accounts including the Investment Management Fee paid from the particular Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of your Investment Management Fee and that the Custodian will not determine whether the Investment Management Fee is accurate or properly calculated.

You may make additions to and withdrawals from the Account at any time, subject to our right to terminate an Account. Assets deposited or withdrawn from an Account after the inception of a quarter will have no impact on the Investment Management Fee assessed for that quarter. Clients may withdraw Assets from the Account by providing us with notice. All withdrawals are subject to customary securities settlement procedures. In the event this Agreement is terminated mid-quarter, Client's fees will be prorated through the date of termination, and any unearned fees will be promptly refunded.

In addition to our Investment Management Fee, you will also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account, including 12b-1 fees which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), distribution fees, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, IRA and Qualified Retirement Plan fees, interest charged on margin borrowing, interest charged on debit balances, and other fees and taxes on brokerage accounts and securities transactions.

5. Custodian. We shall not maintain physical custody of your Assets; rather your Assets will be held in the custody of a Custodian (generally, Charles Schwab & Co., Inc.) meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Advisers Act. Pursuant to your agreement with the Custodian, Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding your Account(s)' assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Assets. The fees charged to you by the Custodian are exclusive of, and in addition to, the Investment Management Fees and other charges discussed herein. You will receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian.

6. Investment Risk. Our investment decisions and recommendations are based upon our professional judgment. We do not guarantee the results of any of our investment decisions or recommendations, the future performance of your Assets or Accounts, any specific level of performance, the success of any Independent Manager, investment decision, strategy or recommendation made by an Independent Manager, or the overall success of the Account. You understand that our investment decisions and recommendations for your Account, as well as the investment decisions of any Independent Manager, are subject to various markets, currency, economic, political and business risks, and that such investment decisions and recommendations will not always be profitable.

7. Acknowledgements. Adviser does not and cannot guarantee the future performance of the Account(s) or any specific level of performance, or the success of any investment decision or strategy that Adviser may use. Client understands that investment decisions made for Client's Account(s) by Adviser are subject to various market, currency, economic, political and business risks, and such investment decisions will not always be profitable.

Adviser acknowledges that it is a fiduciary and must act in the best interest of its clients, and no provision in this Agreement can waive that responsibility. Except as otherwise provided by law, neither Adviser nor any of its employees, affiliates, representatives, or agents ("Affiliated Persons") shall be liable for: (a) losses arising from Adviser's adherence to Client's instructions; or (b) acts or failures to act by the Custodian, broker or dealer selected by Client to which Adviser directs transactions for the Account(s), except where Adviser did not meet its fiduciary duty.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state laws. Specifically, Adviser has a fiduciary duty to the Client, which includes a duty of care and a duty of loyalty and thus has a fundamental obligation to act in the best interests of the Client. These elemental duties and obligations are vital to the Adviser-Client relationship, and they cannot be waived, limited, or otherwise restricted.

Without limiting the foregoing, Adviser will not be liable for losses to Client resulting from the disposition of any investment which has been made by a predecessor investment adviser or by another person authorized to invest the assets of Client, if Adviser is unable to dispose of such investment or property because of any federal or state securities laws or restrictions; or it is unmarketable or illiquid in nature; or if any orderly liquidation is difficult under prevailing market conditions. If the Account(s) contains only a portion

of Client's total assets, Adviser will not manage and cannot be responsible for any of Client's assets not designated to Adviser for management under this Agreement or the diversification of all of Client's assets.

8. Proxies. It is Adviser's policy not to vote proxies solicited by issuers of securities held in the Account. We neither vote proxies for clients, nor provide advice to clients about how to vote proxies. Client is hereby responsible for all matters relating to proxies and authorizes and directs Adviser to instruct the Custodian to forward copies of all proxies and shareholder communications directly to Client.

9. Qualification/Status of Adviser. Adviser represents and warrants that it is registered with the U.S. Securities and Exchange Commission as an "Investment Adviser" as that term is defined in the Investment Advisers Act of 1940, as amended. We are qualified to provide advisory services to the Client pursuant to this Agreement under the applicable securities laws of the state in which Client is resident as of the effective date of this Agreement. Adviser will promptly notify Client of any change in such status.

10. Non-Exclusivity. You acknowledge and understand that Adviser is free to render investment advice to others and that Adviser does not make our services available exclusively to you. We may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be in the best interest of the Account.

11. Notices; Electronic Consent. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when: (i) delivered in person, when personally delivered; (ii) sent by e-mail, at close of business on the business day following the e-mail transmission; (iii) sent by overnight courier (postage prepaid), upon verification of receipt; or (iv) sent by certified or registered mail, upon verification of receipt. All communications shall be sent to the parties as indicated on page 1 of this Agreement, or at such other addresses as the parties may designate in writing.

By signing this Agreement, Client consents to electronic delivery of Communications delivered pursuant to this Agreement and certifies that it possesses the means of accepting delivery by e-mail. Client acknowledges that it is responsible for ensuring that the email address provided remains current in Adviser's records.

12. Electronic Signature. The Adviser has established a relationship with third party service providers (such as DocuSign) to enable Client to sign the Adviser's contracts and forms, including, without limitation, this Agreement, electronically. In order to utilize this technology, Client must read and agree to the terms and conditions described below and required by the third-party service provider. By confirming, Client agrees to receive and sign this Agreement and the Adviser's account forms, billing invoices, disclosure documents, agreements and such other documents (as applicable) that may be delivered by the Adviser ("the Adviser Documents") in electronic format.

- a. Getting paper copies. Client may request paper copies of the Adviser Documents provided to Client electronically for no additional charges and/or fees. Client also has the ability to download and print the Adviser Documents that Client signs electronically through the DocuSign system (or other electronic signature system used by Adviser) during and immediately after the signing session. To request paper copies of the final versions of the Adviser Documents, please contact the Adviser.
- b. Withdrawing Your Consent. If Client agrees to receive and sign the Adviser Documents electronically, Client may at any time withdraw Client's consent by contacting the Adviser directly.
- c. Changing E-mail Address. It is the Client's responsibility to provide the Adviser with an accurate and complete e-mail address, contact, and other information related to delivering the Adviser Documents, and to maintain and update promptly any changes in this information.
- d. Acknowledging Access and Consent to Receive Materials Electronically. By signing this Agreement, Client hereby (i) expressly consents to the Adviser delivering all the Adviser Documents to Client electronically until or unless Client notifies the Adviser otherwise as described above, and (ii) that Client possesses the means of accepting delivery electronically.

13. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the consent of the other Party. Any attempted assignment, transfer, or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by the Adviser in connection with any transaction which does not result in a change of its actual control or management, as defined by applicable law.

14. Amendment. Unless stated otherwise in this Agreement, Adviser may amend this Agreement at any time by providing thirty (30) days advance notice to the Client, provided that, no amendment may modify any provision hereof which is required to be included by federal or state law. If no objection is made by the Client within thirty (30) days following delivery of such notice, Adviser will assume Client's inaction constitutes consent.

15. Confidentiality. The parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, Adviser may disclose Client's information to such person(s) to include (a) its employees, directors, agents, attorneys, accountants, and other professional advisors;

(b) any governmental authority having jurisdiction over Adviser, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or Adviser; and (d) any third party whom Adviser (in its sole discretion) deems it necessary to disclose such information to in connection with the services to be provided under this Agreement. If any party hereto breaches any provision of this section, the other party shall be entitled to temporary and permanent injunctive relief against the breaching party without the necessity of proving actual damages.

16. Receipt of Disclosures. Client acknowledges receipt of the Adviser's Form ADV Part 2A ("Client Brochure"), Form ADV Part 2B ("Brochure Supplement") and Form ADV Part 3 ("Form CRS"), which is required to be given prior to or at the time of signing this Agreement with you. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract. Client further acknowledges that Client has received a copy of Adviser's Privacy Notice, which discloses Adviser's policies and procedures regarding the use and safeguarding of Client's personal information.

17. Arbitration. The Client and the Adviser agree that the following steps will be used to settle any controversy or claim, including, but not limited to, errors and/or omissions arising out of or relating to this Agreement or the breach thereof.

- a. Negotiation. The Client and the Adviser agree that they will attempt to resolve any controversy, claim, or dispute ("Dispute") relating to this Agreement by prompt, good faith negotiations. Any Dispute which is not settled by the Parties within thirty (30) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration pursuant to the terms below.
- b. Arbitration. Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate), which is not resolved pursuant to the terms above, shall be settled by arbitration in Collin County Texas, before a panel consisting of at least one individual having knowledge of securities and investment matters. Such arbitration will be administered by the Judicial Arbitration and Mediation Services ("JAMS"), the Resolution Experts, in accordance with its rules then in effect. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties, which are punitive in nature, or that are not measured by the prevailing party's actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. Client acknowledges that his/her/its consent to this arbitration provision is voluntary, and that arbitration is final and binding on the parties.

18. Death, Incapacity, or Disability; Trusted Contact. This Agreement between Client and the Adviser will not terminate in the event of Client's death, disability, or incapacitation. The following conditions shall apply in such instances.

- a. Termination upon Proper Notice. Following a life-changing event, such as death, incapacity, or diminished capacity (collectively "Significant Life Events"), Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this agreement by giving written notice to the Adviser, with such termination being effective upon the Adviser's receipt of such notice. Client understands and agrees to provide the Adviser promptly with a copy of any new or existing properly executed power of attorney on Client's behalf during the Term of this Agreement. If Client's Account is a joint account, Client agrees that any of the Account holders individually may grant a power of attorney, and the Adviser may require each owner to do so.
- b. Disclosure of Client Exploitation. Client hereby expressly grants the Adviser permission to report to the state securities regulator and/or state adult protective services any incident where the Adviser has a good faith reasonable belief that financial exploitation of Client has been attempted or has occurred.
- c. Withholding of Distributions upon Reasonable Belief of Client Exploitation. Client understands and acknowledges that Adviser may impose an initial delay of disbursements from Client's Account(s) for up to fifteen (15) business days if Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. In addition, the Adviser may place a hold on a securities transaction (in addition to the hold on a disbursement) if there is a reasonable belief of financial exploitation. Notably, the Adviser may extend a temporary hold on a disbursement or transaction for an additional 30 business days if the member firm has reported the matter to a state regulator or agency or a court of competent jurisdiction. The delay might be extended for an additional ten (10) business days at the request of either an authorized state securities regulator or state adult protective services (for a total hold time of 55 business days). Adviser would work in conjunction with Client's broker-dealer/custodian in all cases.
- d. Designated Trusted Contact. As a fiduciary, Adviser is committed to safeguarding the use of Client's personal information. However, to allow Adviser continuous management of Client's Assets in the event of a life-changing event, such as death, incapacity, or diminished capacity (collectively "Significant Life Events"), Client hereby grants Adviser authorization to allow one or more Trusted Contacts, as appointed by Client and memorialized on Adviser's Trusted Contact Form (as may amended from time to time by Client), access to certain non-public personal information related to Client and Client's Assets when triggered by a Significant Life Event. By signing this Form, Client authorizes Adviser to contact the Trusted Contact following a

Significant Life Event if Adviser reasonably believes doing so is in the Client's best interest. Client agrees to notify Adviser, in writing, regarding any changes affecting any authorized trusted contact party.

19. Client Representations and Warranties. You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with the information as requested and represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You agree to execute any other agreements with broker-dealers, custodians, or other service providers we deem necessary in connection with this Agreement in a timely manner. You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information.

20. Retirement or Employee Benefit Plan Accounts. Both parties acknowledge that if the Account is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), the following provisions will apply:

- a. The Adviser acknowledges that it is a "fiduciary" with respect to the Client as that term is defined under Section 3(21)(A) under ERISA;
- b. The person signing this Agreement on behalf of the Client acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the Account, and agrees to notify the Adviser promptly of any change in the identity of the named fiduciary with respect to the Account;
- c. The Adviser agrees to obtain and maintain an ERISA bond (when not otherwise provided by the plan sponsor and required by law or applicable regulation) satisfying the requirements of Section 412 of ERISA and include the Adviser and its members, agents and employees among those insured under that bond;
- d. The Client confirms that any instructions that have been given to the Adviser with regard to the Account are consistent with the governing plan documents and investment policy statements which the plan has or will deliver to the Adviser;
- e. The Client confirms that the Account is only part of the retirement plan's assets and as such, the Adviser is not responsible for all plan investments and Client's consequential compliance with those requirements under ERISA;
- f. Client confirms that reasonably in advance of entering this Agreement, the Adviser provided to Client and Client received all disclosures required to be made by the Adviser pursuant to 29 C.F.R. §2550.408b-2. Client further confirms these disclosures were provided through this Agreement, the Adviser's Form ADV Part 2A, and/or a separate disclosure document.
- g. Acknowledgement of Fiduciary Responsibility.
 - (i) When the Adviser and its advisory personnel provide investment advice to Client regarding Client's retirement plan account or IRA account, the Adviser and its personnel are fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way the Adviser makes money creates some conflicts with your interests, so the Adviser operates under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, the Adviser must:
 - Meet a professional standard of care when making investment recommendations (give prudent advice);
 - Never put our financial interests ahead of yours when making recommendations (give loyal advice);
 - Adhere to impartial conduct standards, whereby the Adviser
 - Provides advice and follows policies and procedures designed to ensure that we give advice that is in your best interest;
 - Charge no more than is reasonable for our services; and
 - Avoid making any materially misleading statements to Client regarding its services and recommendations, fees and compensation, conflicts of interest and any other matters relevant to Client's investment decisions.
 - (ii) Documentation Regarding Rollover and IRA to IRA Transactions. When recommending a rollover to a Client, the Adviser will document the reasons that a rollover recommendation is in the best interest of Client and provide documentation to the Client.

Client represents that engagement of the Adviser is authorized by the Plan documents has been accomplished in accordance with, and does not violate any regulations, agreements, or instruments by which the Account is bound. Client will furnish the Adviser with true copies of all documents governing the Account.

21. Entire Agreement. This Agreement and any Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

22. Waiver. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

23. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

24. Terms of Agreement and Termination. This Agreement will commence on the Effective Date and continue until terminated at any time upon receipt of written notice to terminate by either party to the other. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, Adviser will not have any continuing obligation to take any action. If you terminate this Agreement after the commencement of a calendar quarter billing period, you will receive a refund of any unearned pre-paid advisory fees (after all applicable costs and expenses have been deducted).

25. Governing Law, Venue, and Jurisdiction. To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, or performance shall be governed or interpreted according to the laws of the State of Texas. Any action, suit, or proceeding arising out of, under, or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Texas and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action, or proceeding arising out of or relating to this Agreement.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

27. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement, they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Client Signature

Client Signature

New Dimensions Wealth Management, LLC