

AGHAZ INVESTMENT ADVISORS, LLC
NON-DISCRETIONARY ADVISORY AGREEMENT

This Non-Discretionary Asset Management Agreement (“Agreement”) is by and between Aghaz Investment Advisors, LLC (“Aghaz Investment Advisors” or “Adviser”), a registered investment adviser, and _____ (“Client”) and relates to all accounts managed on a non-discretionary basis (advice only) for the Client (“Account”).

Terms and Conditions

This Agreement sets forth the terms and conditions of the investment management services, outlines the responsibilities of the parties and defines the relationship of Aghaz Investment Advisors and the Client.

- The Client hereby appoints the Adviser as an investment adviser to perform the services described, and the Adviser accepts such appointment. The Adviser shall be responsible for non-discretionary investment and reinvestment of those Assets of the Client (“Assets”), designated by the Client, to be subject to the Adviser’s management of the Client’s Account. Adviser will provide Client with advice and counsel about the investments held in the Account, but Adviser shall not buy, sell, or otherwise dispose of investments without Client’s authorization. Client understands that the investment policy statement will be periodically reviewed and updated and that any revised statement will become part of this agreement.
- Pursuant to Section 206 of the Investment Advisers Act of 1940, the Adviser acknowledges that it is a fiduciary for all Client Accounts. As a fiduciary, the Adviser must act in the best interests of our clients and provide investment advice that is in our clients’ best interests.

The Adviser is authorized, with prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same.

Services of Adviser

The Adviser will provide the following services to the Client:

- Aghaz advisory services consist of portfolio management to clients under a wrap fee program as sponsor and portfolio manager. A wrap fee program is an investment program where the investor pays one stated fee that includes management fees, transaction costs, and certain other administrative fees. The Adviser provides robo-advisory portfolio management to clients under this wrap fee program as sponsor and portfolio manager via an online interface. This entails the use of algorithm-based portfolio management advice, rather than in-person investment advice. These automated investment solutions are customized to each client and based on individual characteristics, such as the client’s age, risk tolerance, income, and current assets, among others. Aghaz generally is responsible for investing and re-investing the assets of each Client account in accordance with the investment objectives, policies and guidelines set forth in the Client’s governing documents. Aghaz will not select outside portfolio managers for management of its wrap fee program. Aghaz will be the sole portfolio manager for the wrap fee program. Aghaz will be the sole portfolio manager for the wrap fee program. In summary, Aghaz provides the following advisory services:

- Discretionary Investment Management, except as otherwise set forth in any applicable Client Agreement. Our clients authorize Aghaz to investigate, purchase, and sell on behalf of Client, various securities and investments. Aghaz is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. Client may, however, terminate the discretionary authority of Aghaz immediately upon written notice.
- Non-Discretionary Investment Management. In these types of Client Agreements, Aghaz is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

The Client's beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the Client's Account.

Custodian

The Assets shall be held by an independent Custodian ("Custodian"), not the Adviser, the identity of which Custodian shall be communicated to the Client. The Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Account. The Custodian is authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions, in respect of the Assets, as the Adviser shall direct. The custodial fees charged to the Client are exclusive of, and in addition to, Advisory fees as defined in the Fee Section of this Agreement.

Client Rights and Obligations

Each Client retains sole ownership of the Account (i.e., the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian.

Legal Capacity

If this Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Agreement in such a capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that the Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.

Investment Objectives and Restrictions

The Client agrees to provide information and/or documentation requested by the Adviser, as pertains to the Client's income, investments, taxes, insurance, estate plan, etc. The Client also agrees to discuss investment objectives, needs and goals with the Adviser. The Client acknowledges that the Adviser will rely on the personal and investment information provided to the Adviser by the Client, the Client's attorney, accountant or other professionals in managing the Account. The Client agrees to give the Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the Account, and to notify the Adviser if the Client deems any investments recommended or made for the Account to be in violation of such investment objectives or restrictions. Unless the Client promptly notifies the Adviser in writing of specific investment restrictions on the Account, the investments recommended for or made on behalf of the Account

shall be deemed to be in conformity with the Client's investment objectives. Although tax considerations are not generally a factor in managing accounts, it is the Client's responsibility to notify Adviser if such considerations are relevant to the Client's overall financial circumstances.

The Client acknowledges that the Adviser cannot adequately perform its services for the Client unless the Client diligently performs his/her responsibilities under this Agreement. The Adviser shall not be required to verify any information obtained from the Client, the Client's attorney, accountant or other professionals, and is expressly authorized to rely upon the information provided by these professionals.

The Client shall have the ability to impose reasonable restrictions on the management of the Account, including the ability to instruct the Adviser not to purchase certain mutual funds, stocks or other securities.

Representation

It is understood by the Client that the Adviser is a Washington Limited Liability Adviser, has its principal place of business in Texas, and that the Adviser is licensed/registered with all of the appropriate regulatory jurisdictions that the Adviser believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that the Adviser is not engaged in the practice of law or accounting, and as such, will not render any legal or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

On occasion, the Adviser may select and monitor other money managers for the Client. When the Adviser does so, the Client acknowledges that the other money managers pay the Adviser a portion of the fee paid by the Client to the Adviser. The Client does not pay the Adviser directly for this service.

Non-Exclusive Management

It is understood that the Adviser performs investment advisory services for other clients. The Client agrees that the Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Account, so long as it is the Adviser'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. The 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 the Adviser does for the Client's Account.

Fees

Aghaz's fees are fixed. The fixed fee will be a subscription fee of \$2 per month, plus 0.49% per year. Fees are paid in arrears. Clients may terminate the agreement without penalty, for full refund of Aghaz's fees, within five business days of signing the Investment Advisory Contract. Thereafter, clients may terminate the Investment Advisory Contract immediately upon written notice. Aghaz typically collects its fees in arrears. However, in limited instances with clients, as outlined in the agreement, Aghaz collects its fees in arrears and quarterly. No increase in the fee shall be effective without prior written notification to you and written approval from you. We believe our advisory fee is reasonable considering the fees charged by other investment advisers offering similar services/programs.

You may also pay additional advisory fees to the custodian. These fees are separate and in addition to the fees disclosed above. You will receive information relating to the custodial fees charged by the custodian upon selection and entering into the custodial agreement.

The fees we charge can be deducted directly from your account at the custodian. We will instruct the Custodian to deduct the fees from your account at the beginning of the calendar quarter. This fee will show up as a deduction on your following account statement from the Custodian.

We agree to disclose all information related to the agreement and our compensation received thereunder that is requested by the client.

Automatic Payment of Fee

The Client agrees to authorize the custodian to pay directly to Aghaz Investment Advisors upon receipt of notice, the Account's Advisory Services Fee. Fee withdrawals will occur no less frequently than quarterly from the Client's account, unless specifically instructed otherwise by the Client. The custodian will send to the Client a statement, at least quarterly, indicating all amounts disbursed from the account, including the fee paid directly to Aghaz Investment Advisors. Aghaz Investment Advisors' access to the assets of the account will be limited to the withdrawals authorized above.

Valuation

The Custodian will value the securities in the Client Account that are listed on a national securities exchange or on NASDAQ at the closing price, on the valuation date, or on the principal market where the securities are traded. The Custodian will value other securities or investments in the Client Account in a manner that the Custodian believes in good faith reflect their fair market value.

Confidential Relationship

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

Notices and Communication

Communications will be sent to the Client at the address provided by the Client at the time the Client opens the Account, or to another address as may be provided to the Adviser in writing in the future. All communications sent to the Client at the stipulated address, whether by mail, facsimile, messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

Termination

This Agreement will continue in effect until terminated by either party with a thirty (30) day written notice to the other, in person or by mail to the address of record. In the event the Agreement is terminated, and the Client has prepaid fees which have been unearned as of the date of termination, such unearned fees shall be immediately refunded to the Client. The Client will be charged for all days their Account is managed up and including the day the Client requests a termination. The Client will receive a prorate refund of the number of days remaining in the quarter starting the day after termination request is received.

Termination of this Agreement will not affect (i) the validity of any action previously taken by the Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, the Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. The Adviser will provide the Client with a pro-rata refund of the Client's prepaid advisory fees to the extent that one is due.

The death or incapacity of the Client shall not terminate the authority of the Adviser granted herein until the Adviser receives written termination notice from the Client's executor, guardian, attorney-in-fact or other authorized representative. Client recognizes that the custodian may not permit any further account transactions until such time as any documentation required is provided by the custodian. The Adviser will not be responsible for losses as a result of not being notified of Client's death.

Proxies and Class Action Lawsuits

The Adviser will not vote proxies on behalf of the Client's Account. Additionally, the Adviser will not be required to take any action or render any advice with respect to 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. Further, the Adviser will not take any action or render any advice with respect to any securities held in the Account, which are named in or subject to class action lawsuits. The Adviser will, however, forward to the Client any information received by the Adviser regarding class action legal matters involving any security held in the Account.

Risk Acknowledgement

The Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Adviser may use, or the success of Adviser's overall management of the Account. The Client understands that investment decisions made for the Client's Account by the Adviser are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment decisions will not always be profitable. The client's investments will go up or down, depending on market conditions. Notwithstanding anything else in this agreement to the contrary, it is understood that the investment made involves a degree of risk and that Adviser makes no assurance of an account receiving any return on an investment and that an investment may lose money including the complete loss of principal.

All recommendations will be based on information from sources believed to be reliable but are not guaranteed by Aghaz Investment Advisors as to their accuracy or completeness.

Entire Agreement and Amendments

All agreements, covenants, representations and warranties express and implied, oral and written, of the parties hereto concerning the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. Aghaz Investment Advisors has the right to amend this Agreement upon written notice to the Client. Any such amendment will be effective as of the date specified by Aghaz Investment Advisors. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by Aghaz Investment Advisors of any of the services or in connection with the Account and any material modification of any such services will be the subject of a minimum of 30 days prior written notice to the Client after the advisor becomes aware of the change.

Governing Law

Except to the extent that it is preempted by federal law, the internal law of the State of Washington will govern the construction, validity, and administration of this Agreement.

Standard of Care

In providing such services, it is agreed that except for negligence, malfeasance or violation of applicable law, neither the Adviser nor any of its principals, directors or employees shall be liable for any action performed or for any errors of judgment in managing the Client's Account under this Agreement. However, the State Securities Laws and Federal Securities Laws impose liabilities under certain circumstances and therefore nothing contained in this Agreement with respect to liabilities should be construed as limiting a Client's rights which he/she may have under applicable State Securities Laws and/or Federal Securities Laws.

Adviser Liability.

The 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 the Adviser, including a broker-dealer and/or custodian. If the Account contains only a portion of the Client's total assets, Adviser shall only be responsible for those assets that the Client has designated to be the subject of the Adviser's investment management services under this Agreement without consideration to those additional assets not so designated by the Client.

If, during the term of this Agreement, the Adviser purchases specific individual securities for the Account at the direction of the Client (i.e., the request to purchase was initiated solely by the Client), the Client acknowledges that the Adviser shall do so as an accommodation only, and that the Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the Client further acknowledges and agrees that the Adviser shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly account reports prepared by Adviser.

The Client acknowledges that investments have varying degrees of financial risk, and that Adviser shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the Client's investment objectives.

The federal and state 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 of any rights which the Client may have under any federal and state securities laws.

Assignment of Agreement

No assignment, as that term is defined in the Advisers Act, of this Agreement shall be made by the Adviser without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

We will notify the Client of any changes regarding our services, compensation or other material changes within thirty (30) days of our knowledge of the change.

Waiver

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

Arbitration Agreement

The Client and the Adviser agree that all controversies which may arise between them concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this Agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where the Client is located. The parties acknowledge, understand and agree that:

- Arbitration is final and binding on the parties.
- The parties are waiving their right to seek remedies in court, including the right to jury trial.
- Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

In no way shall this Agreement constitute a waiver or limitation of rights that the Client may have under Federal or State Securities Laws to pursue a remedy by other means.

Consent to Electronic Delivery.

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 Form ADV brochures; privacy policy statements; and any other notices or documentation that Adviser chooses to provide on an ongoing or occasional basis. Your consent further authorizes Adviser to deliver all such communications to you by e-mail or by sending you an e-mail that includes a hyperlink or directs you to an address on a website where the information is posted and can be read and printed. You agree that such delivery shall be deemed effective delivery to you whether or not you access or review the communication. If communications are delivered by Adviser via e-mail to the e-mail address of one holder, it shall be deemed good and effective delivery to all multiple holders of that account.

Unless Adviser receives immediate notice that the e-mail was not delivered, the e-mail will constitute valid delivery or notice of a communication. If Adviser receives notice that your e-mail was not delivered, Adviser, as a courtesy, may attempt to contact you by telephone. It is your responsibility to provide Adviser with a current and valid e-mail address. You agree that any change of electronic or postal address that you submit will be effective within three (3) business days after receipt by Adviser.

There are no consequences for withdrawing your consent other than all transactions with you in the future must be in writing or on a hard copy. To revoke or withdraw your consent to the electronic delivery of Communications, you must contact us. Withdrawal or revocation of your consent does not affect the legal effectiveness or validity of any electronic Communications provided while your consent was in effect. Also, even after you consent to electronic delivery, you may, upon request, obtain a paper copy of any Communication that we are required by law or regulation to deliver to you, which we will deliver to you, via the mail at no additional cost to you.

Email Address #1: _____

Email Address #2: _____

Check this box if you consent to electronic delivery of notices, disclosures, communications and documents from Adviser. NOTE: Unless notified in writing by the Client(s), Adviser shall **ONLY** make electronic delivery to the email address(es) listed above.

Check this box if you **DO NOT** consent to electronic delivery of notices, disclosures, communications and documents from Adviser.

Acknowledgement of Disclosure Statement

_____ The Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser; as well as ADV Part 3 (Form CRS). If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral

contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

_____ The Client acknowledges receipt of Aghaz Investment Advisors's Privacy Policy required by Regulation S-P at Account opening and will receive one annually hereafter or at any time upon request.

_____ The Client acknowledges that Aghaz Investment Advisors has their express permission for delivery of all documents relating to their Account electronically. This includes Aghaz Investment Advisors's Privacy Policy and ADV Part 2A Brochure, Part 2B Brochure Supplement and Form CRS.

Client Advisory Fee

For the services described in this Agreement, the Adviser will charge the Client a yearly Investment Advisory subscription fee of \$2 per month, plus 0.49% per year of the assets under management. The Fee will be paid quarterly in arrears and will be based upon the ending quarterly value of assets.

This Agreement shall be binding once all parties involved have signed and dated this Agreement.

By:

Client Signature

Client Signature

Client Name

Client Name

Email Address

Email Address

Date

Date

By:

Advisor Name

Advisor Signature

Date

