Wealth Management Agreement

Service Provider: Seaton Financial Advisors, LLC

Client(s):

Beginning date:

Ending date: Until terminated by either party

A. Scope of Services

Seaton Financial Advisors (SFA) agrees to provide Wealth Management Services to the above client(s) consisting of the following three components:

1. Implementation of Financial Plan

Implementation of the Financial Plan includes the establishment of custodian accounts, transfer of assets, re-configuration of portfolio, selection of specific securities, completion of estate plan, purchase of insurance, etc.

2. On-going Financial Planning and Advice

Includes "on-going" advice and assistance to respond to changing personal and economic conditions. Review and update of the financial plan on a periodic basis (see below) to determine if alternative strategies need to be employed.

2. Investment Supervisory Services

The investment supervisory service involves the development, implementation and continuous management of an investment strategy/plan appropriate for the financial objectives and risk tolerance of the client. The service also includes the selection, acquisition and disposition of specific investment products necessary to implement the investment strategy/plan.

B. Review of Plans and Accounts

- 1. <u>Quarterly:</u> Review of each Mutual Fund's performance and strategy to determine if it should continue to be used in the portfolio.
- 2. <u>Mid-Year:</u> Review of client's total portfolio to determine if the strategy and design continues to be appropriate for the performance needs and risk tolerance of the client.
- 3. <u>End-of-Year:</u> The same mid-year portfolio review described above plus a review of the client's total financial plan to determine if adjustments are needed.

C. Communications

- 1. Client will receive monthly account statements <u>directly</u> from the independent custodian as well as a confirmation statement for each transaction (buy or sell) that occurs in the account(s). This is an important "internal control" feature for the client.
- 2. The results of the mid-year and end-of-year reviews described above will be sent to the client in addition to a telephone call to discuss the results and/or schedule a meeting for further discussion.
- 3. SFA will be available by phone or in person, as needed, to address any client questions or concerns.

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D. Custodian/Broker/Dealer

SFA utilizes the custodian and broker/dealer services of TD Ameritrade Institutional (TDAI). TDAI was selected based on a range of factors including reputation and integrity, financial strength, scope of services, quality of services, level of support and cost of executing transactions. Taken as a whole, SFA believes TDAI represents the "best execution" alternative for its clients. SFA receives no compensation of any kind from TDAI.

E. Fees and Billing

The fee for Wealth Management services, which includes investment supervisory services and ongoing financial planning, is calculated and payable semi-annually and is based on the following rate schedule:

½ % (.005) per year times average value of assets under management

Financial Service fees are billed in advance and based on the simple average of assets under management for the prior period (except for the first billing cycle which is based on the beginning value of the assets under management). Assets under management include the assets custodied at TD Ameritrade plus other accounts for which SFA provides investment advisory services. The simple average is calculated by adding together the beginning balance and the ending balance from the prior billing period and dividing the sum by two. Adjustments may be made to this calculation to reflect large additions or withdrawals from the account between billing cycles (greater than 10% of total assets). Fees are due and payable within 30 days of date of invoice.

With client's consent, SFA may deduct fees directly from client's account in lieu of direct billing. If that option is chosen by client, SFA will send client a Billing Notice 15 days before deducting fees from the account.

I authorize SFA to deduct fees directly from my account.	Client initials:
I do not authorize SFA to deduct directly from my account	

In addition to the SFA fees described above, each mutual fund company will deduct its annual fees directly from the client's account before reporting performance results. There will also be a transaction fee charged by the "Custodian" to the client's account for each securities transaction (buy and sell). SFA receives no compensation from any mutual fund company or from the Custodian.

F. Termination of Agreement

Initial five day period

The client has five business days (Monday through Friday) from the signing of this contract to terminate this contract without obligation. Any fees related to this contract collected before or during that five day period will be returned to the client in full.

After the initial five day period

After the initial five day period has expired, termination of this agreement may be accomplished, for any reason, without penalty, by either party giving notice to the other. Notice given by the client is effective upon receipt by SFA. Notice given by SFA is effective upon receipt by the client or up to thirty days after receipt at the request of the client. In the event of termination, any

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prepaid fees are refunded "pro-rata" from the date of termination to the date to which service has been prepaid.

G. Limitations

Seaton Financial Advisors, LLC is not a law firm and therefore does not offer legal advice. The client is urged to seek competent legal counsel before implementing any strategies that involve legal issues. SFA is also not a CPA firm. The client is urged to seek competent CPA and/or legal tax counsel before implementing any strategies that involve tax issues. Also, SFA does not review property or casualty insurance policies including homeowners and automobile policies. However, these are important areas and you should review them with a competent insurance agent to make sure you have adequate coverage.

H. Assignment

This contract is not assignable without the written consent of the client.

I. Married Clients

Married clients are considered to be "one" client for matters related to accounts that are titled "jointly" (i.e. in both names). Any information received from either of you, SFA will be free to share with the other. Also, if either of you provide authorization for a trade or any other action related to a joint account, the authorization will be considered to be from both of you.

J. Voting of Proxies

SFA does not have authority and does not vote proxies on behalf of clients.

K. Dispute Resolution

Open communication is an important key to any successful relationship. If at any time you feel I am not meeting your needs, or have done something that concerns you, please contact me immediately so I will have a chance to make it right. In the event an issue cannot be resolved between us and a legal proceeding is initiated, it will be resolved according to the laws of the State of Florida.

L. Investment Risk

Investing in financial securities such as stocks and bonds (and mutual funds that purchase stocks and bonds) inherently involves the risk that actual future performance will not match expected performance. Investments in financial securities can lose money over short or even long periods of time. You should expect the value of your portfolio to fluctuate over time. Past performance is never a guarantee of future performance.

Agreed:	Date:
Agreed:	Date:
Agreed:	Date:

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