

CONTINUOUS INVESTMENT MANAGEMENT AGREEMENT (CIM)

ADVISORY PROGRAM OFFERED THROUGH COORDINATE CAPITAL SECURITIES, INC. MEMBER FINRA/SIPC • 704 RIVER PLACE MADISON WI 53716 • 608-221-4545 • 800-783-6666

By this Agreement, Client retains Coordinated Capital Securities, Inc., hereinafter referred to as “CCS”, a SEC registered investment adviser to provide Continuous Investment Management services to Client pursuant to the trading authority designated in Schedule A. This Agreement and Schedule A sets forth the terms and conditions that apply to Client’s participation in the Continuous Investment Management advisory program (“Program Account”) and the advisory services provided by the CCS Registered Investment Advisor Representative, or its agent, as designated on Schedule A of this Agreement (hereafter “Financial Professional”).

ADVISORY SERVICES

Continuous investment management services are offered on a discretionary (Financial Professional-directed) or non-discretionary (client-directed) basis. Client designates trading authority under this Agreement in writing in Schedule A. Pursuant to the trading authority, the Financial Professional will invest or recommend securities, cash and/or cash equivalents to buy, sell or hold in the Program Account considering the information Client provides on the CCS New Account Form including investment objectives, risk tolerance and financial situation and any restrictions identified in Schedule A.

Continuous investment management services provided are based on the individual needs of Client. Client agrees to notify the Financial Professional promptly of any significant change in the information provided by the Client or any other significant change in Client’s financial circumstances or investment objectives that might affect the way the Client’s Program Account should be managed. Client also agrees to provide Financial Professional with such additional information as the Financial Professional may request from time to time to assist it in managing the Program Account. Client agrees to permit Financial Professional to consult with and obtain information about Client from Client’s accountant, attorney, and other advisers. The Financial Professional shall not be required to verify any information obtained from Client, Client’s attorney, accountant, or other advisers and is expressly authorized to rely thereon.

CLIENT AUTHORITY

Client authorizes the Financial Professional, or its agent, to implement Client’s investment decisions and process all transactions for the Program Account pursuant to the trading authority designated in Schedule A. If Client is an individual, Client represents that he or she is of legal age. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that the Financial Professional’s investment management strategies, allocation procedures and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement.

Client will inform the Financial Professional of any event that might affect this authority or the propriety of this Agreement.

ELIGIBLE PROGRAM ACCOUNT ASSETS

CCS is appointed by Client as broker-dealer with respect to processing securities transactions for the Program Account. CCS has entered into an agreement with Wells Fargo Advisors (“WFA”), pursuant to which WFA provides the brokerage and custodial services, including trading and execution, with respect to the Program Account. First Clearing is a trade name used by WFA when carrying customer accounts and acting as custodian for funds and securities deposited through introducing firms such as CCS or as a result of transactions it processes for program Accounts. Throughout this Agreement First Clearing is referred to when describing Program Accounts held through our clearing firm. Investments allowed in the Program Account include, but are not limited to, the following:

Equity Securities – common stock, options, and exchange-traded funds (ETFs), closed-end funds, Unit Investment Trusts (“UITs”).

Fixed Income Securities – corporate bonds, municipal bonds and government bonds and preferred stock.

Cash – money market funds, interest-bearing bank demand deposit accounts used for cash sweep, free credit balances and cash balances.

Mutual Funds – mutual funds and money market funds (including funds not used for cash sweep) included on CCS and First Clearing allowable list (“Allowable List”) of mutual funds that are either: (i) no-load, no transaction fee funds offered at net asset value; or (ii) mutual funds that are typically subject to sales loads or transaction fees, but on which the sales load or transaction fee has been waived.

CCS does not make all mutual fund share classes available to Program Accounts. Designated share classes availability will depend on share classes offered by First Clearing or other custodial platforms, or whether the fund imposes a minimum investment amount to acquire or hold the share class. Therefore, CCS can purchase, hold, and recommend share classes in Program Accounts that are not the lowest-cost share class and Client should not assume that Client is invested in the lowest-cost share class. Higher-cost share classes can result in lower returns, which could impact account performance over time.

PROGRAM ACCOUNT FEES

Client agrees to pay asset-based Program Account fees, or hourly or fixed Program Account fees as described in Schedule A of this Agreement. Asset-based Program Account fees are negotiable and may not exceed 2.00% annually based on the market value of Program Account assets subject to the fee. For fixed-fees, one half of the estimated fee may be due upon signing of the Agreement with the balance due after project completion. Hourly fees are due upon the signing of this Agreement. If paying an hourly fee, any additional hourly work will be determined prior to the work being performed and agreed to by Client.

Asset-based Program Account fees are payable quarterly in advance. The valuation of Program Account assets is based on the closing market price on the last day of the previous quarter. Cash balances will be included as Program Account assets if authorized by Client in Schedule A. To the extent margin is used in the Program Account, the margin debit balance will not reduce the market value of Program Account assets and will therefore increase asset-based Program Account fee charged. The Financial Professional (at their sole discretion) may elect (but is not obligated) to reduce or exclude Program Account fees on specific or defer charging the Program Account for a period of time. Program fee reductions, exclusions, and deferrals, if any, are described in Schedule A and vary from Client to Client.

For newly established Program Accounts where assets transfer in from other broker-dealers or outside accounts, and for CCS brokerage accounts that convert to advisory accounts, the initial Program Account fee will be based on the market value of Program Account assets as of the date the account is accepted by CCS or the date of initial account funding (whichever is later) and pro-rated for the number of days remaining in the quarter.

No adjustments or refund will be made with respect to partial withdrawals by Client during any fee billing period. CCS reserves the right to amend its Program Account fee upon 30 days advance written notice to Client. Upon termination of the Agreement, any pre-paid asset-based Program fees will be prorated, and an unearned fee will be prorated and refunded.

The purchasing or holding of C shares in the Program Account will result in CCS receiving a 1% annual on-going 12b-1 fee from the fund company. Client understands that mutual funds may offer advisory shares for which the Program Account qualifies which would result in a lower annual expense. In the event Client terminates Agreement, CCS will continue to receive the 1% annual 12b-1 fee fees as “broker of record” until such time as Client transfers the account to another firm.

Program Accounts are not wrap fee programs and Client will incur standard brokerage and other transaction costs as described in the CCS ADV Part 2A. These costs are in addition to the Program Account Fees described in Schedule A. Program Account assets that are interests in investment funds, such as mutual funds, non-traded investments, and UITs, or products, such as college savings plans and variable insurance products, bear ongoing fees and expenses that are embedded into the cost of the investment asset. These costs are separate and in addition to Program Account fees.

DUAL REGISTRATION

CCS is registered as both a broker-dealer and an investment adviser. Financial Professionals, acting in their separate capacities as Registered Representatives of CCS, sell, for commissions, general securities products such as stocks, bonds, mutual funds, exchange-traded funds, alternative investments, and variable annuity and variable life products to advisory clients. As such, Financial Professional may suggest Client implement investment advice by purchasing securities products through a commission-based CCS brokerage account in addition to a Program Account. If Client elects to purchase these products through CCS, CCS and the Financial Professional, in the capacity as a CCS Registered Representative, will receive the normal and customary commission compensation, including on-going 12b-1 trails for products that pay them, in connect with the specific product purchased.

Client shall have free and clear ownership at all times of all monies and assets in Program Account. Client authorizes CCS to give First Clearing instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Program Account. Client also authorizes and directs CCS to instruct First Clearing on Client's behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Program Account at the end of the period; and (b) provide CCS copies of all periodic statements and other reports for the Program Account that First Clearing sends to Client.

RISK ACKNOWLEDGEMENT

CCS does not guarantee the future performance of the Program Account or any specific level of performance, the success of any investment decision or strategy the Financial Professional may use, or the success of the Financial Professional's overall management of the Program Account. Client understands that investment decisions made for Client's Program Account by the Financial Professional are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. The Financial Professional will manage only the securities, cash and other investments held in Program Account and in making investment decisions for the Program Account, the Financial Professional will not consider any other securities, cash or other investments owned by Client outside of the account(s) being managed.

CCS shall not be liable in any way relating to (a) the performance of the services hereunder or any losses sustained by Client by reason of any investment decision made or other action taken or omitted in good faith by CCS, with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from CCS's adherence to Client's instructions; or (c) any act or failure to act by First Clearing, any broker or dealer to which CCS directs transactions for the Program Account, or by any other third party. This limitation on liability is valid, however, only to the extent it does not violate federal and state securities and other laws. Federal and state securities and other laws may impose liabilities under certain circumstances on persons who nonetheless act in good faith and this Agreement shall, therefore, not constitute a waiver or limitation of any rights Client has under such laws.

SERVICES PROVIDED TO OTHER CLIENTS

Client agrees that CCS may give advice and take action with respect to any of CCS' other Clients which may differ from advice given or the timing or nature of action taken with respect to the Program Account. Client understands that transactions in accounts where CCS has discretionary trading authority may be affected prior to the time when recommendations for transactions in the same securities are communicated to Clients who have not given CCS such

SERVICES PROVIDED TO OTHER CLIENTS (CONT.)

trading authority. Client understands CCS is under no obligation to purchase, sell, or recommend for purchase or sale for the Program Account, any security it deems unsuitable, impractical, or undesirable.

PROXY VOTING

CCS and the Financial Professional do not vote client proxies. If Client owns a security, proxy material will be sent directly to Client by the issuer for Client's consideration and vote. If Client owns shares of a mutual fund, the fund manager will vote proxies of companies owned by the fund. Client may obtain a copy of a fund's proxy voting policies online through the fund's website, or by reviewing fund documents filed with the SEC at www.sec.gov.

CONFIDENTIALITY

Except as otherwise agreed in writing or as required by law, CCS will keep confidential all information concerning Client's identity, financial information, or investments, as outlined in the CCS Privacy Policy. Client will receive a copy of our privacy policy when an account is opened, and annually thereafter. The Financial Professional will provide a copy of the CCS Privacy Policy upon request, or it is available at <https://ccsmadison.com/#disclosures>

ASSIGNMENT

Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interests herein without the prior express written consent of the other party. This Agreement shall be binding on the heirs, executors, administrators, legal advisors, successors, and assigns of the respective parties.

TERMINATION

This Agreement may be terminated by Client or CCS upon five (5) days advance notice by either party to the other and termination will become effective upon receipt of such notice. At termination, any pre-paid program Account fees will be prorated, and any unearned fee prorated and refunded to Client. At termination, Client may instruct CCS to liquidate positions in Program Account, transition account positions to a commission-based account with CCS or transfer the account to another financial institution. CCS and the Financial Professional will not provide advisory services and will not monitor account once account has terminated. If Client provides securities liquidation instructions, CCS is not responsible for market fluctuations from termination notice until complete liquidation.

BINDING AGREEMENT

This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisers Act or applicable state securities laws) by either party without the consent of the other party.

GOVERNING LAW

The validity of this Agreement and of any of its terms, as well as the rights and duties of the parties hereunder, shall be governed by the laws of Client's state of residence, provided that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940 or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder, or of any state. Any provision hereof which is prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

EXECUTION

CCS and Client have each caused this Agreement to be duly executed on the date shown in Schedule A of this Agreement.