

**SPIRE WEALTH MANAGEMENT, LLC**  
**INVESTMENT MANAGEMENT AGREEMENT**

This Agreement is made effective on \_\_\_\_\_ between Spire Wealth Management, LLC ("Spire "), an Investment Advisor registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940, Brandon Mink (of Mink Wealth Management), the Investment Advisor Representative ("IAR"), and \_\_\_\_\_; ("Client"), \_\_\_\_\_, ("Joint Client").  
*Optional*

Client and joint client collectively referred to as "client(s)"

Spire hereby accepts the appointment as investment advisor for the Client and agrees from and after the date of this Agreement to have its IAR consult from time to time with Client regarding the investment objectives of the Client and to appraise and review at reasonable intervals during the period of the Agreement, the investment portfolio(s) of the Client covered by this agreement. **The Client agrees to consult with Spire at least annually to provide updated information, if any, about the Client's financial circumstances and investment objectives**

The client(s) enter in to this agreement with the IAR and grant the specified level of investment management authority over the account(s) mentioned in **Schedule A** of this agreement.

- Discretionary Investment Management Services
  - Sub-Advisor/Separate Account Manager Discretion
- Non-discretionary Investment Management Services

Clients accept these terms as they are defined below. \_\_\_\_\_  
Client Initials
Joint Client Initials

- 1. Discretionary Investment Management Services.** - The Client hereby grants Spire and its IAR complete and unlimited discretionary trading authorization. The Client hereby appoints the above named IAR as the Client's agent and attorney-in-fact with respect to this trading authorization. The Client authorizes Spire to buy, sell, or otherwise trade securities or other investments in the account(s) without discussing the transactions with the Client in advance. Spire will make investment decisions for the account(s) according to the investment objectives and financial circumstances described in the New Account Form ("NAF") the Investment Policy Statement ("IPS") and or the Statement of Investment Selection ("SIS").
- 2. Sub-Advisor/SPIREnet Program / Money Managers/Separate Account Managers (Only available under Discretionary Management Services)** - Client authorizes Spire to hire an unaffiliated Money Management firm or firms (each a Manager) through a managed account platform and to invest those assets designated on Client's behalf. Money Managers are recommended to the client by the IAR depending upon the portfolio of the Client, the qualification of the Money Manager and the investment objectives of the Client. Client grants Spire the necessary discretion to hire and fire Money Manager(s), change platforms and programs on its behalf. IAR will monitor the Client's investment portfolio, and provide portfolio reports periodically.

Spire and the IAR, together with the selected Money Manager(s), shall have sole responsibility for the implementation of Client's investment program with respect to any Client Account for which investment discretion has been delegated by Spire to the Money Manager(s) and accepted by the Money Manager(s). The Money Manager(s) will also have sole discretionary authority to invest and reinvest the securities, property, cash and other investments held from time to time in the account(s) in such manner as the Money

Managers deem advisable in accordance with the Money Managers' investment strategy and the investment objectives, financial situation and any reasonable restrictions (**Schedule B**) the Client has imposed on the management of the account(s). It is understood that Spire and its IAR will not be responsible for the day to day investment management decisions; these decisions will be made by the Money Manager(s).

A separate agreement may be needed for the designated Money Manager(s).

- 3. Non-discretionary Investment Management Services.** - Client wants to approve in advance, either orally, in writing, or by e-mail, all transactions in the account(s). Client recognizes that the execution of recommended transactions will be delayed until Client approves the transactions. Client understands that neither Spire nor its representatives will exercise any discretionary authority with respect to Client's Account or transactions.

### **Custodianship of Securities**

The Client has appointed or will appoint a separate custodian ("The Custodian") (**See Schedule A**) to take possession of the cash, securities, and other assets in the Account. Spire will have no access to the assets in the Account or to the income produced there from and will not be responsible for any acts or omissions of the Custodian.

The custodian of the accounts will credit the accounts with dividends and interest paid on securities held in the accounts and with principal paid on called or matured securities in the accounts. Custodian will provide confirmations of all transactions executed through custodian and regular monthly account statements.

### **Fee Schedule**

Client will pay for services described herein monthly, in arrears, at an annualized rate, as described in **Schedule A**. Client understands and agrees that Spire may change such payment schedule at any time by giving Client 30 days prior written notice.

The management fee is calculated using an average daily account balance for the month. The fee is deducted the following month at the contracted rate in Schedule A. The client agrees they will be responsible for any portion of a month's fee uncollected should the client terminate this management fee agreement. This partial month fee shall be collected from the client's account if given sufficient notice of termination, or the client shall be billed via invoice should there not be enough cash in the account to collect a fee or if the assets transfer out of the account prior to collection of the final management fee.

Alternatively, client may agree to a fixed annual fee. These fees may be billed by invoice at an agreed upon interval.

Client will be solely responsible for paying all fees or charges of the Custodian that are separate from the Spire Wealth Management Advisor's fee. Investments made in the account may be subject to account transaction charges by the custodian, broker-dealer, or other entity handling the transactions.

Neither Spire nor the IAR shall be compensated based upon a share of the capital gains or capital appreciation of assets of the client.

### **Termination**

This Agreement shall continue in effect until terminated by either party by giving to the other written notice at least thirty (30) days prior to the date on which the termination is to be effective, and any prepaid, unearned fees will be refunded, determined on a pro-rata basis. Spire does not charge a termination fee. Termination of this Agreement will not affect (a) the validity of any action previously taken by Spire under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees (pro rated through the date of termination).

### **Proxies Voting and Other Legal Notices.**

Notwithstanding Spire's discretionary authority to make investment decisions on behalf of Client, Spire will not exercise proxy-voting authority over client securities. Client shall be instructed to inform its custodian that Spire should not be designated as the party to receive information on voting client proxies. Should Spire inadvertently receive proxy information for a security held in Client's account, then Spire will immediately forward such information on to Client, but will not take any further action with respect to the voting of such proxy. In the case of a Money Manager, the Money Manager will be authorized, in it's contract with the client, to vote proxies.

If Client is a retirement plan subject to ERISA, the Money Manager(s) will be responsible for voting proxies and reporting to the plan unless Client expressly retains that right.

**Bonding.** If Client is a retirement plan subject to ERISA, Client agrees to add a clause to the fidelity bond required by law that provides coverage for agents employed by it. The intent of this clause is to cover Spire, Money Manager(s), and each of their respective officers, directors and employees.

**Non-Assignability.** This agreement is not assignable within the meaning of the Investment Advisers Act of 1940 without the prior written consent of all parties.

**Governing Law.** This agreement is made and shall be governed and construed under the laws of the Commonwealth of Virginia.

**Communication.** All written communications to Client shall be to the address contained in the Client New Account Form unless Client designates otherwise. Alternatively, electronic communication may be delivered to the email address provided previously by the client.

All written communication to Spire shall be to:

Spire Investment Partners, LLC  
1840 Michael Faraday Dr., #105  
Reston, VA 20190

Electronic communication to Spire shall be to: [SpireCompliance@SpireIP.com](mailto:SpireCompliance@SpireIP.com).

### **Liability**

Except for negligence or willful malfeasance, neither IAR, Spire, any Spire affiliate, nor any of their respective directors, employees, shareholders, officers, or controlling persons shall be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in managing the Account. IAR, Spire, any Spire affiliate and their respective directors, employees, shareholders, officers, controlling persons or affiliates shall each have no liability to any person for the acts and omissions of any third party. Client hereby agrees to indemnify and hold harmless each of IAR, Spire, any Spire affiliate and their respective directors, employees, shareholders, officers, and controlling persons from all losses, claims, damages or liabilities incurred on account of or, arising out of any inaccuracy of the representations and warranties made by Client in this Agreement. The federal securities laws and certain 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 Client may have under any federal or state securities laws.

### **Arbitration**

- **Arbitration is final and binding on the parties.**
- **The parties waive their right to seek remedies in court, including the right to jury trial.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' 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.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

Any controversy or dispute which may arise between the Client and Spire concerning any transaction or the construction, performance or breach of this agreement may be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association.

If both parties agree, in writing, the parties shall proceed to non-binding mediation prior to the initiation of an arbitration claim. The party seeking the mediation shall agree, in writing, to assume all costs for the mediation proceeding.

**Confidential Relationship**

All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as agreed upon in writing or required by law, rule or regulation.

Spire is committed to protecting our client’s confidential information. We hold in confidence all information we receive from you, including personal information we collect from you or receive from other entities in connection with any of the financial or investment management services we provide. We also require entities with whom we deal to restrict use of your information.

**Service to Others**

It is understood that Spire and its affiliates may perform investment advisory services for various clients. Client agrees that Spire may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from advice given or the timing and nature of action taken with respect to the Client. This Agreement shall not be deemed to confer upon Spire any obligation to acquire for the Client a position in any security which Spire, its principals, affiliates or employees may acquire for its or their own accounts or for the account of any other client, if in the opinion of Spire, it is not for any reason practical or desirable to acquire a position in such security for the Client.

## Customer Identification Program (CIP)

The USA PATRIOT ACT requires Spire Wealth Management to verify your identity through the CIP. Please provide us with the following information.

	<b>Applicant</b>	<b>Joint Applicant</b>
Client Name	_____	_____
Date of Birth:	_____	_____
Social Security/Tax ID Number:	_____	_____
Type of Government-issued ID:	_____	_____
Issuing Jurisdiction	_____	_____
ID Number:	_____	_____
ID Expiration Date:	_____	_____
Primary Email	_____	_____

Note: By providing your email address here you are offering your consent to receive important notices and required regulatory disclosures electronically by email communication. Spire Investment Partners, LLC. will not utilize this email for marketing purposes and will safeguard your information in accordance with our Privacy Policy. Should at any point in time you need such disclosures in writing, please send your request to [support@spireip.com](mailto:support@spireip.com) or send a signed letter of instruction to the Spire Investment Partners home office at: 1840 Michael Faraday Dr. Ste 105, Reston VA 20190

## Schedule A - Accounts & Fees Subject to Management Agreement

The Client authorizes Spire Wealth Management to charge the Client accounts directly through the Custodian for the full amount of its advisory fees as they become due. The fee deductions will be reported monthly on statements as sent by the Custodian(s).

Advisory fees will be charged with the following order:

Each account is charged separately.

Calculate Billing on each account and debit only account indicated below

Custodian	Title	Account #
1. Charles Schwab		
Annual Advisor Fee	Tiered	Flat: 100 %
2.		
	Tiered	Flat: _____ %
3.		
	Tiered	Flat: _____ %
4.		
	Tiered	Flat: _____ %
5.		
	Tiered	Flat: _____ %
6.		
	Tiered	Flat: _____ %
7.		
	Tiered	Flat: _____ %

The flat advisor fee applied to accounts above is as follows\*:

Value of Account Assets:		
From:	To:	Annual Fee ( % )
\$0	\$1,999,999	1.00%
\$2,000,000	\$4,999,999	0.75%
\$5,000,000	\$9,999,999	0.50%
\$10 million	or more	0.40%

\*Mink Wealth Management charges one flat fee from first dollar to last. The flat fee is determined by selecting the row (above) with a range that captures the total initial investment amount.

Internal Use Only

Does this relationship relate to a rep code other than the advisor's primary rep code?

No

Yes: \_\_\_\_\_

## ***Schedule B: Investment Questionnaire***

List your Federal Income Tax Bracket:            0-15%            15-27%            Over 27%

What is your current level of employment?    List Employer: \_\_\_\_\_

Employed    Unemployed    Retired            List Occupation: \_\_\_\_\_

What is the **Entire Net Worth** for all listed **Clients** (defined below) \$ \_\_\_\_\_.

What is your liquid net worth? \$ \_\_\_\_\_.

What is your approximate annual income? \$ \_\_\_\_\_.

Provide your Time horizon for the use of this account: (When do you anticipate spending these funds?)

Near Term (Less than 1 Year)            Very Short Term (1 to 3 Years)            Short Term (3 to 5 years)  
Intermediate (5 to 10 Years)            Long Term (10 to 20 Years)            Legacy Account (20+ Years)

Select the investment you currently own or have owned in the past. (Choose all that apply)

Money Market / Cash Equivalents            Bonds / Bond Funds            Stocks / Stock Funds  
International Securities / Funds            Options            Alternative Investments

Describe your overall investment objective for these accounts:

Preservation of Capital            Income            Capital Appreciation  
Growth & Income            Speculation            Trading Profits

Select the risk/return profile that best fits your investment objectives

**Conservative** – Relatively predictable stream of current income. Low to moderate risk with primarily protection of principal from market fluctuations.

**Moderately Conservative** – Higher stream of current income. Risk tolerance is higher for loss of principal during market fluctuations.

**Moderate** – Higher goal of principal appreciation with some income. Willing to accept moderate risk and potential loss of principal in exchange for higher yields during market fluctuations.

**Moderately Aggressive** – Looking primarily for principal appreciation. Willing to accept higher degree of risk and loss of principal during market fluctuations.

**Aggressive** – Looking for above market appreciations and short-term trading profits. Willing to accept very high risk and loss of their entire principal during market fluctuations.

With respect to your investments, how much volatility are you willing to accept?

Minimal            Moderate            Considerable

How would you rate your overall investment experience?

Limited            Good            Extensive

Are there trading restrictions on the accounts mentioned in schedule A?    Yes    No

If so, please list:

**Entire Net Worth** = All of the "client's" assets, including cash (but excluding direct investments in homes and other real property and personal property) less all of his/her/its liabilities (excluding mortgages or other encumbrances on homes and other real property and personal property other than gold and silver).

**Client** = Client" means an "individual" or "entity" of the Representative/Advisor.

SPiREnet program fees are subject to change and are outlined in the Statement of Investment Selection (SIS). SPiREnet programs may be subject to minimum annual account fees.

**Trusted Person Contact Information**

Would you like to designate a secondary or emergency contact for the account whom Spire could contact if it could not contact the customer or had concerns about the customer’s whereabouts or health? Spire would only attempt contact with this individual if all other reasonable means failed. You may amend or cancel this secondary contact at any time by contacting us in writing.

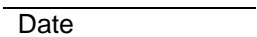
Yes                      No                      Primary Owner Initial: \_\_\_\_\_      Joint Owner Initial: \_\_\_\_\_

Yes, I would like to designate the below individuals as ‘Trusted Persons’ based on the above guidelines:

Contact Name	Contact Phone	Email Address		
Relationship to Account Holder(s)	Street Address	Apt/Suite	City	State

**Certification:**

1. Client acknowledges it has received the Spire Wealth Management, LLC Form ADV Part 2A and 2B and the Spire Investment Partners, LLC Privacy Policy.
2. Client acknowledges having reviewed this Spire Wealth Management, LLC Investment Management Agreement, and the Client agrees to its provisions.
3. Client acknowledges having thoroughly reviewed the New Account Form information, incorporated herein by reference, and that the information is correct in all material aspects.
4. This contract does not imply a guarantee with respect to the attainment of Client’s investment goals and objectives.
5. **This agreement contains an Arbitration clause located on page 3 of the Spire Wealth Management, LLC Investment Management Agreement.**

		
Client Name (Please Print)	Client Signature	Date
		
Joint Client Name (Please Print)	Joint Client Signature	Date
		
IAR Name (Please Print)	IAR Signature	Date
		
Spire Principal (Please Print)	Spire Principal Signature	Date