

Discretionary Investment Management Agreement

This Investment Management Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ (the “Effective Date”) by and between AMC Wealth Management, LLC (hereinafter referred to as “Adviser”), a registered investment adviser and _____ (hereinafter referred to as “Client”).

WHEREAS, Adviser shall provide Client with discretionary investment management services, which may include the strategic organization, structure and management of assets, and the coordination and selection of other professionals. Client shall provide Adviser information, either verbally and/or written, to create a basic written financial plan.

1. Scope of Engagement.

- a. Client hereby appoints Adviser as an investment adviser to perform the services hereinafter described, and Adviser accepts such appointment. Adviser shall be responsible for the investment and reinvestment of those assets of Client designated by Client to be subject to Adviser’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);
- b. AMC Wealth Management does not require a minimum account size for accounts to be maintained.
- c. Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets and appoints Adviser as Client’s Limited Power of Attorney with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in Client’s name and for Client’s Account;
- d. Adviser is authorized, without prior consultation with Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the custodian of the Assets;
- e. Client acknowledges that Adviser may, in accordance with Client’s investment objective(s), determine to allocate all or a portion of the Assets among various asset classes and investments;
- f. Client agrees to provide Adviser with information pertaining to the Client’s investment objectives, needs and goals, and to keep Adviser duly informed of any changes regarding same. Client acknowledges that Adviser cannot adequately perform its services for Client unless Client diligently performs Client’s responsibilities under this Agreement. Adviser shall not be required to verify any information received from the Client; and,
- g. Adviser will provide financial planning services to the Client.

2. Adviser Compensation.

- a. Adviser’s annual fee for investment management services provided under this Agreement is in accordance with the fee schedule annexed hereto and made a part hereof as ‘**Exhibit A**’. Details related to payment of the fee are included at ‘**Exhibit A**’. Additionally, No increase in the annual fee shall be effective without written consent from the Client;
- b. Unless Client pays Adviser directly for its services (in which event Adviser’s fee is due and payable upon receipt of Adviser’s billing invoice), Client authorizes the custodian of the Assets to charge the Account for the amount of Adviser’s fee and to remit such fee to Adviser in accordance with required regulatory procedures;

c. In addition to Adviser's annual investment management fee, Client shall also incur, relative to all mutual fund and exchange traded fund ("ETF") purchases, charges imposed directly at the mutual fund or ETF level (e.g. advisory fees and other fund expenses); and,

d. No portion of Adviser's Compensation shall be performance based (capital gains or capital appreciation of the Assets) except as provided for under relevant state law.

e. Client may authorize, by initialing and dating the designated space, automatic deduction of AMC Wealth Management, LLC's advisory fee by the custodian.

Initials: _____ Date: _____

Initials: _____ Date: _____

f. Lower fees for comparable services may or may not be available from other sources.

3. Custodian. AMC Wealth Management, LLC is not a custodian and therefore will not custody assets. The Assets shall be held by an independent custodian, not with Adviser. Adviser is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, and otherwise take such actions as Adviser shall direct in connection with the performance of Adviser's obligations with respect of the Assets. The fees charged to Client by the custodian are exclusive of, and in addition to, Adviser's Compensation as defined in paragraph 2 above, and other charges discussed herein. Adviser does not share in any portion of the fees assessed by Client's custodian(s).

The Client and Adviser have identified the custodian as, _____.

Client Initials: _____ Adviser Initials: _____

4. Execution of Brokerage Transactions. Unless otherwise agreed, Adviser will arrange for the execution of securities brokerage transactions for the Account through Custodians that Adviser reasonably believes will provide "best execution." In seeking best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Custodian's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Adviser will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions. Adviser does not obligate itself to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for Client's account.

5. Account Transactions.

a. Client recognizes and agrees that in order for Adviser to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph 1 herein;

b. Commissions and/or transaction fees are generally charged by custodian for effecting securities transactions;

6. Risk Acknowledgment. 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 Adviser may use, or the success of Adviser's overall



management of the Account. Client understands that investment decisions made for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

7. Directions to Adviser. All directions by Client to Adviser (including notices, instructions, and directions relating to changes in the Client’s investment objectives) shall be in writing. Adviser shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

8. Adviser Liability. Except as otherwise provided by federal or state securities laws, Adviser, acting in good faith, shall not be liable for any action of other professionals or third party service providers recommended to Client by Adviser, including a Custodian. If the Account contains only a portion of Client’s total assets, Adviser shall only be responsible for those assets that Client has designated to be the subject of Adviser’s investment management services under this Agreement without consideration to those additional assets not so designated by Client. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

9. Proxies. AMC Wealth Management can and will assist clients with voting proxies if the client chooses. Client shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets. Adviser is authorized to instruct the custodian to forward to Client copies of all proxies and shareholder communications relating to the Assets.

The Client, by initialing and dating here, is providing consent for AMC Wealth Management, LLC to vote proxies on the Clients’ behalf on client securities.

Initials: _____ Date: _____

Initials: _____ Date: _____

10. Reports. Client will receive confirmations of each transaction executed for the Account and a brokerage statement(s) at least as often as we bill our fees, directly from the Custodian. Adviser may provide periodic reports to Client as deemed necessary by Adviser.

11. Termination. This Agreement will continue in effect until terminated by either party on seven (7) days written notice to the other party (email notice will not suffice), which written notice must be signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client’s obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

12. Assignment and Modification. This Agreement may not be assigned by either Client or Adviser without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to, relevant state law. Unless

expressly stated otherwise, no provision of this Agreement or any of the documents referred to herein may be amended, modified, supplemented, changed, waived, discharged or terminated, except by a writing signed by each party hereto. No failure by Adviser or Client to exercise any right, power, or privilege that Adviser or Client may have under this Agreement shall operate as a waiver thereof.

13. Non-Exclusive Management. 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 Adviser does for the Account. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of Adviser such investment would be unsuitable for the Account or if Adviser determines in the best interest of the Account it would be impractical or undesirable.

14. Death or Disability. The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client’s executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Adviser.

15. Receipt of Disclosures. Client acknowledges receipt of Adviser's Privacy Policy Notice and a copy of Adviser's written disclosure statement as set forth on Part 2 of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of applicable state law. If Client has not received a copy of Adviser’s disclosure statement at least 48 hours prior to execution of this Agreement, Client shall have seven (7) business days from the date of execution of this Agreement to terminate Adviser’s services without penalty or fee.

Initials: _____ Date: _____

Initials: _____ Date: _____

16. Electronic Delivery. Client hereby consents to the receipt of disclosure information, including, but not limited to, Adviser’s Form ADV and privacy policy disclosures, and other forms of communication electronically. Client asserts that Client is capable of receiving such disclosures electronically, and understands that non-public personal information may be sent via email or other electronic media, and that electronic media (including e-mail) may not be as reliable or secure as other forms of communication.

Initials: _____ Date: _____

Initials: _____ Date: _____

17. Margin. Client hereby consents to the use of margin within client accounts. Information, This includes, but is not limited to, the information regarding margin within the Adviser’s Form ADV Part 2A.

Initials: _____ Date: _____

Initials: _____ Date: _____

18. Trade Errors. All Account trades are placed electronically or telephonically by Adviser. Adviser assumes responsibility for any Account losses for trading errors directly resulting from Adviser's failure to follow Adviser's trading procedures or from a lapse in Adviser's internal communications. In such instances, the Account(s) will be compensated for any such corresponding losses. However, Client acknowledges that Adviser cannot and will not be responsible for Account errors and/or losses that occur where Adviser has used its best efforts (without direct failure on the part of Adviser) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the Account not being traded at the same time or at the same price as others, and such occurrence is not a result of Adviser's failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which Adviser is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. Adviser has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. Client further acknowledges that Adviser cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by Adviser. Finally, Adviser cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund investment management programs.

19. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

20. Client Conflicts. If this Agreement is between Adviser and related Clients (i.e. married couple), Adviser's services shall be based upon the joint goals communicated to Adviser. Adviser shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the Adviser. The Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

21. Applicable Law. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the Client's domiciliary state.

22. Authority. Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Adviser, in writing, in the event that either of these representations should change.

[SIGNATURE PAGE FOLLOWS]



Exhibit A | Discretionary Investment Management - Fee Schedule

AMC Wealth Management’s advisory fee for discretionary investment management services is based on a percentage of the assets in said Client account, and these fees may range up to but not exceed 1.00% of assets under management.

Unless negotiated otherwise, AMC Wealth Management charges clients a monthly fee based on the average value of the account(s) on the last day of the month. See the fee schedule below:

Traditional - Assets Under Management	Annual Advisory Fee
First \$1,000,000	1.00%
Next \$1,000,000	0.80%
Next \$1,000,000	0.64%
Next \$1,000,000	0.51%
Next \$1,000,000	0.41%
Next \$1,000,000	0.33%
Next \$1,000,000	0.26%
Next \$1,000,000	0.21%
Next \$1,000,000	0.17%
Above \$10,000,000	Negotiated

AMC Wealth Management’s Advisory fee is billed in arrears, payable monthly; and based on the monthly average balance of the Client account managed by AMC Wealth Management. New additions (cash and/or securities) will not be added to the fee calculation for the month in which the assets are posted to the clients account. The fee calculation is tiered; this means that at the end of each month the total average value of the client account will be charged amounts based on the tiers in which the values fall.

Participating Clients will receive a monthly invoice from AMC Wealth Management and will have the option to either pay the monthly fee directly to AMC Wealth Management or, with written authorization from the Client, the client may choose to have AMC Wealth Management withdraw the fees due directly from the client’s account(s). Adviser and Client may negotiate additional/other fee paying arrangements depending on the Client(s) individual circumstances/needs.

Advisory fees may be negotiated, depending on the individual client(s) needs and circumstances. Unless Adviser and Client agree otherwise, payment is due within 30 days of the end of the month that is billed. Client may choose to have the custodian deduct the fees that are due directly from the Client account and paid to the Adviser account. The custodian will only be able to deduct the Advisory fee when the following requirements are met:

- Client provides Adviser with written authorization permitting and allowing the custodian to deduct fees due to Adviser directly from the Client account held by the custodian, and direct fees due to the Adviser.
- Adviser will send Client an invoice showing the amount of the fee due for services rendered, the value of the assets on which the fee is based, the period covered by the fee, and the specific manner in which the fee was calculated.

- The custodian agrees to send Client a statement indicating all amounts dispersed from the Client account to include the amount of the Advisory fee paid to the Adviser.

A Client has seven (7) calendar days from the execution date in which to terminate the investment management agreement upon written notice to Adviser in which the Client will not be responsible for the Advisory fee. After this seven (7) day grace period the Client will incur a pro-rata charge for services rendered prior to the termination of the investment management agreement, which means Client will incur Advisory fees only in proportion to the number of days in the month for which a Client is a Client of the Adviser.

Additional Fees and Expenses: As part of Advisers investment advisory services to Client, Adviser may and in most cases does invest in mutual funds and exchange traded funds. The fees that a Client pays to Adviser are for investment Advisory services and are separate and distinct from the fees and expenses charged by mutual funds or exchange traded funds (described in each fund's prospectus to their shareholders). These fees will generally include a management fee and other fund expenses. To fully understand the total cost a Client will incur, a Client should review all the fees charged by mutual funds, exchange traded funds, advisory firm, and others. For additional information regarding AMC Wealth Management's investment advisory practices please refer to AMC Wealth Management's Firm Brochure, ADV Part 2A.

[SIGNATURE PAGE FOLLOWS]

Discretionary Investment Management (Traditional) - Fee Schedule Signature Page

IN WITNESS WHEREOF, Client and Adviser have each executed this Agreement on the day, month and year first above written. By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder.

AMC

WEALTH MANAGEMENT

Owner(s)/Trustee(s) Signature(s) and Date:

X

Client/Trustee Signature Date
Print Name Below

X

Client/JT Owner/Trustee Signature Date
Print Name Below

X

AMC IAR Signature Date
Print Name Below