



**WEALTH PLANNERS, LLC**

## Wealth Management Agreement

This agreement is between WEALTH PLANNERS LLC, (“Adviser”) and

\_\_\_\_\_, (“Client”)

\_\_\_\_\_, (“Client”)

\_\_\_\_\_, (“Client”)

By this agreement, Client retains Adviser to provide advisory services to Client on the following terms:

### Section 1. Advisory Services.

**Wealth Advisory Services.** Adviser will assist Client in the comprehensive management of affairs surrounding client’s wealth, including:

1. Review, maintenance, and retention of documents including wills, trusts, contracts, corporate documents, family records, etc..
2. Recommendations pertaining to estate planning, retirement planning, generation planning issues, corporate issues, tax issues, asset protection, real estate, etc.
3. Meetings, phone calls, and other coordination efforts with Client’s other advisors including attorney, accountant, pension administrator, trustee, banker, insurance agent, etc..
4. Other such services as may be agreed to in writing by Adviser and Client and attached to this agreement.

It is understood that Adviser is not acting as an attorney, accountant, or expert in many of the areas contemplated by this agreement, and does not provide such services. The role of Adviser is to act as a catalysts and as Client’s agent in dealing with the matters contemplated by this agreement. Adviser is not responsible for the actions of Client’s other advisors or for the advise given by them, even though Adviser may have acted on in good faith that advise on Client’s behalf.

Client understands that the services contemplated by this agreement may not be delivered proportionally throughout the year.

Client has authorized Adviser to enter into such agreements and make such representations as may be necessary or proper in connection with the performance of its duties under this agreement.

**Individual Investment Management Services.** Adviser will direct, in Adviser’s sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client’s account (the “Account”) in securities and cash or cash equivalents.

The investment management services provided under this contract are as follows:

1. *Client Review.* Determine investment objectives, time horizons, investment bias, risk tolerance, and other factors that may impact the portfolio design.
2. *Portfolio Review.* Review your existing portfolio for continuity with your objectives and risk tolerance.
3. *Asset Allocation.* Determine the most efficient allocation of capital to appropriate asset classes.
4. *Asset/Asset Manager Selection.* Select the assets and/or asset managers.

5. *Portfolio Monitoring.* Regularly monitor your portfolio to ensure that economic conditions, market performance, and the asset mix remain consistent with your objectives and risk tolerance.
6. *Periodic Reporting.* Provide a comprehensive inventory of your investments under our management quarterly.

Client’s financial circumstances and investment objectives and any special instructions or limits that Client wishes Adviser to follow in managing the Account are described in Client’s Investment Policy Statement, incorporated herein by reference. Client agrees to notify Adviser 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 manner in which Client’s account should be managed. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in managing the Account. Adviser’s authority under this Agreement will remain in effect until changed or terminated by Client in writing.

**Section 2. Custodial Arrangements.** Custody of Account assets will be maintained with the independent custodian selected by Client and named on Schedule A (the “Custodian”). Adviser will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Adviser to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Account. Client also authorizes and directs Adviser to instruct Custodian on Client’s behalf to (i) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (ii) provide Adviser copies of all periodic statements and other reports for the Account that Custodian sends to Client. Client authorizes and directs Adviser to instruct all brokers and dealers executing orders for Client to forward confirmations of those transactions to Custodian (as defined below) and Adviser. If Client wishes, Adviser will instruct the brokers and dealers that execute orders for Client’s account to send Client all transaction confirmations. Or, Client may choose not to receive confirmations and instead rely on Client’s statements from the Custodian and the statements Adviser provides, to keep informed of the status of Client’s account.

It is understood that in the case of a Client directed broker, Adviser’s ability to negotiate commissions may be limited along with his ability to obtain volume discounts. Further, it is understood that commission rates whether negotiated by Client or Adviser, may not be the lowest commission rates obtainable. It is also understood that due to Clients directing of brokerage, there may be a disparity in commission charges among Clients. It is understood that by directing the broker to be used when Adviser places orders for the purchase or sale of portfolio securities for the Account(s), although he will use reasonable efforts in seeking the best combination of price and execution, his ability to do so may be limited. Adviser typically considers the fact that a broker or dealer has furnished, or has agreed to furnish in the future, statistical research or other information or services which may enhance Adviser’s investment research and portfolio management capability generally. It is understood that certain of such information or services may be available to Adviser on a cash payment basis. Finally, it is understood that any brokerage firm selected by either Client or Adviser may be a source of future referrals to Adviser of other advisory clients.

Adviser may provide a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the Custodian (as defined below) as evidence of Adviser’s authority to act for Client.

**Section 3. Manager Reports.** Adviser will provide Client at least quarterly annual written or on-line statements of the assets in Client’s Account, which may include the purchase date, the cost, the current market value, and performance data since the opening of the Account.

### Section 4. Management Fees.

**Wealth Advisory Services.** Wealth Advisory Services performed by Adviser will be billed by annual retainer fee as specified in Schedule A.

Client understands that Adviser's hourly rates for these services might well exceed the contract fee. In order to obtain the guaranteed fee, Client agrees to commit to a one year contract for the above described services. Should Client decide to terminate this contract before the end of one year for any reason except fraud, all remaining balances will become immediately due and payable.

**Individual Investment Management Services.** Client will pay Adviser a fee for its investment management services. The fee will be a percentage of the market value of all assets in the Account on the last trading day of each billing month. The fee schedule is set forth in Schedule A. The management fee is payable monthly in advance, and is earned when due. In the first month, the management fee will be prorated based on the number of days that the Account was open during the month. Client understands that Account assets invested in shares of mutual funds or other investment companies ("funds") will be included in calculating the value of the Account for purposes of computing Adviser's fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the Client.

Client authorizes the Custodian to deduct from this Account and pay to Adviser the management fee for each month. Adviser will send to the Custodian a bill showing the amount of the management fee due, the Account value on which the fee is based and how the fee was calculated. The Custodian will send Client a monthly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Adviser.

**Fund Direct Account Fee.** As part of the total internal expenses of an asset allocation mutual fund, a mutual fund family may pay Client advisory fee which is calculated and sent directly to Advisor by such fund family on a monthly basis. Since the services by Advisor entail less work than typical Individual Investment Management Services, the fee is generally less as a percentage of assets.

**Other Services.** Services other than wealth advisory services or investment management services shall be on an hourly basis at staff billing rates of:

Professional Staff - \$150 per hour  
Administrative Staff - \$75 per hour

plus expenses. Adviser reserves the right to modify hourly fees at any time, with notice.

1. Travel time will be billed at one half of the standard hourly rate. Travel expenses, including airfare, lodging, food, parking, cab, etc. are fully reimbursable. Other expenses out of the normal course of our services (e.g. Federal Express, messenger services, etc.) are fully reimbursable.
2. Adviser will bill monthly for all additional fees incurred in excess of \$100. Fees are due when billed and Adviser reserves the right to charge interest at the maximum rate allowed by law for past due accounts. Fees of less than \$100 will be billed quarterly.

Insurance or investment work outside the scope of this agreement resulting in fees or commissions may not reduce Adviser's fees.

**Section 5. Valuation.** Adviser does not assume responsibility for the accuracy of information. In computing the market value of any investment of Client, each security listed on any national securities exchange and for which recent market quotations are readily available shall be valued at the last reported sale price on the principal exchange on which such security is traded, or, if there has been no recent reported sale, at the last reported bid price. Where market quotations are readily available, unlisted securities shall be valued at the current bid price. Any other security or asset shall be valued in a manner determined in good faith by Advisor to reflect its fair market value.

**Section 6. Confidentiality.** Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client's identity, financial affairs, or investments.

**Section 7. Other Investment Accounts.** Client understands that Adviser serves as wealth manager, financial adviser and investment manager for other clients and will continue to do so. Client also understands that Adviser, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Adviser is not obligated to buy, sell or recommend for Client any security or other investment that Adviser or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Adviser or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

**Section 8. 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 Client's Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Adviser will manage only the securities, cash and other investments held in Client's Account and in making investment decisions for the Account, Adviser will not consider any other securities, cash or other investments owned by Client, unless specifically agreed to in writing by Adviser and attached to this agreement.

Except as may otherwise be provided by law, Adviser will not be liable to Client for (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Adviser with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from Adviser's adherence to Client's instructions; or (iii) any act or failure to act by the Custodian, any broker or dealer to which Adviser directs transactions for the Account, or by any other third party. 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.

**Section 9. Retirement or Employee Benefit Plan Accounts.** This Section applies if the Account is for a (i) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under section 401(a) or 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code.

If the Account is for a plan subject to ERISA, Client appoints Adviser, and Adviser accepts appointment, as an "investment manager" for purposes of ERISA and the Code, and Adviser acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement). Adviser represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act").

Client represents that Adviser has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Adviser. Client will furnish promptly to Adviser any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Adviser, such amendment will be binding on Adviser only when agreed to by Adviser in writing. If the Account contains only a part of the assets of the plan, Client understands that Adviser will have no responsibility for the diversification of all of the plan's investments, and that Adviser will have no duty, responsibility or liability for Client assets that are not in the Account, unless specifically agreed to in writing by Adviser and attached to this agreement. If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement. Adviser maintains or will maintain such bonding that covers Adviser and its Affiliated Persons.

**Section 10. Other Legal Actions.** The Client agrees that Adviser will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities ("Legal Proceedings").

**Section 11. Proxy Voting.** The Client agrees that Adviser *will not* vote proxies for securities held in the Investment Account. If the Account is a part of a plan subject to ERISA ("Plan"), the trustees of the Plan specifically reserve the right to vote proxies, and Adviser is precluded from voting such proxies to the extent this provision is not in conflict with Plan documents.

**Section 12. Termination.** This Agreement will continue in effect until terminated by either party by thirty (30) days written notice to the other. 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. 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. Further, Adviser will be responsible only for trades in progress at the time of receipt of the termination notice, and to notify any brokerage, trust, mutual fund, or other service provider that Adviser no longer serves as Client's representative for the Account. Should Client desire Adviser's services past termination for transfers, account history, etc., Client agrees in advance to Adviser's standard hourly rates for such services.

**Section 13. Representations.** Adviser represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 and is authorized and empowered to enter into this agreement. If Client is an individual, Client represents that he or she is of the age of majority. If Client is a corporation, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate corporate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser'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 Adviser of any event that might affect this authority or the propriety of this Agreement.

**Section 14. Death or Disability.** If Client is a natural person, 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, in accordance with Section 13 above.

**Section 15. 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) by either party without the prior consent of the other party.

#### **Section 16. Binding Arbitration.**

- • **Arbitration is final and binding on all parties.**
- • **The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.**
- • **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.**

Any controversy or dispute which may arise between Client and Adviser concerning any transaction or the construction, performance or breach of this agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three

individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

**Section 17. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission under the Advisers Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

**Section 18. Notices.** Any notice, advice or report to be given to Adviser under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission to Adviser at the address on page 7 of this Agreement, or at such other address as Adviser may designate in writing. Any notice delivered to Adviser by email or facsimile transmission will be deemed received ONLY with return notice of receipt. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth below or at such other address as Client may designate in writing. Adviser may rely on any notice from any person reasonably believed to be genuine and authorized to act on Client's behalf. Adviser may, at its discretion, provide certain reports or notices via its or its authorized agent's website. In such instances, Client may elect, in writing, to receive such notices by the above stated means.

**Section 19. Miscellaneous.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Adviser's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Adviser of any of its rights or privileges. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.

Adviser will endeavor to the best of its ability to exercise good faith and diligence in the execution of its duties. You recognize that the financial plan described in this agreement involves Adviser's judgment and that Adviser's views regarding the economy and the securities markets, like all predictions of future events, cannot be guaranteed to be accurate.

Wealth Advisory Clients. Adviser will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in preparing your plan, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in this agreement shall constitute a waiver or limitation of any rights which you may have under the Investment Adviser's Act of 1940 or applicable state or federal securities laws

**Section 20. Authorization to Release Information.** In order to facilitate the services that Adviser is to provide, Client authorizes Adviser to share confidential information about Client including, but not limited to, name, address, telephone number, financial information, account information, and tax information with the person(s) listed below:

1. \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

2. \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

3. \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

Client authorizes and directs Adviser to instruct listed advisors to forward copies of pertinent documents for review and evaluation, as needed by Adviser in the course of conducting services for which Adviser has been contracted in this agreement. Client expressly authorizes advisors listed above to provide such information as is requested by Adviser.

**Section 21. Assignment.** In accordance with the provisions of Advisors Act, Advisor shall not make any assignment of this Agreement without the written consent of Client. Except as otherwise provided for herein, no provision of the Agreement shall be waived, altered, modified or amended except in writing signed by the party against whom such waiver, alteration, modification or amendment is sought to be enforced.

**Section 22. Disclosure.** Client has received and reviewed a copy of Part II and Schedule F of Adviser's Form ADV, Privacy Policy, as well as a copy of this Agreement.

**INVESTMENT POLICY STATEMENT**

**Introduction**

The purpose of this Investment Policy Statement (IPS) is to establish a clear understanding between Client(s) and Wealth Planners, LLC (Advisor) as to investment goals and objectives and management policies applicable to the Client's investment portfolio.

This Investment Policy Statement will:

- Establish reasonable expectations, objectives, and guidelines in the investment of the Portfolio's assets.
- Define the responsibilities of the Client and the Adviser.
- Encourage effective communication between the Adviser and the Client.

This IPS is not a contract. This investment policy has not been reviewed by any legal counsel and the Adviser and Client use it at their own discretion. This IPS is intended to be a summary of an investment philosophy and the procedures that provide guidance for the Client and the Adviser. The investment policies described in the IPS should be dynamic. These policies should reflect the Client's current status and philosophy regarding the investment of the Portfolio. These policies will be reviewed and revised periodically to ensure they adequately reflect any changes related to the Portfolio, to the Client or the capital markets. It is understood that there can be no guarantee about the attainment of goals or investment objectives outlined herein.

**INVESTMENT PROFILE**

**I. Investment Objective:**

The specific objectives for the aggregate investments under this Investment Policy Statement shall be to achieve an average annual rate of return of: \_\_\_\_\_%

**II. Risk Profile:**

Investment theory and historical capital market return data suggest that, over long periods of time, there is a relationship between level of risk assumed and the level of return that can be expected in an investment program. In general, higher risk (e.g. volatility of return) is associated with higher return. Given this relationship between risk and return, a fundamental step in determining the investment policy for the Portfolio is the determination of an appropriate risk tolerance level. There are two primary factors that affect the Client's risk tolerance:

- Financial ability to accept risk within the investment program, and;
- Willingness to accept return volatility

Taking these two factors into account, the Client rates his or her own risk

- tolerance as:
- |                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> Aggressive   | <input type="checkbox"/> Moderately Aggressive   |
| <input type="checkbox"/> Moderate     | <input type="checkbox"/> Moderately Conservative |
| <input type="checkbox"/> Conservative | <input type="checkbox"/> Risk Averse             |

**III. Time Horizon:**

Capital values do fluctuate over shorter periods and the Client should recognize that the possibility of capital loss does exist. However, historical asset class return data suggests that the risk of principal loss over a holding period of at least three to five years can be minimized with the long-term investment mix employed under this Investment Policy Statement. For the purposes of planning, the time horizon for this investment is: <time horizon>

**FINANCIAL PROFILE**

This investment plan is based on the information you provided on the new account documents such as your annual income, net worth, liquid assets, etc.

**INVESTMENT MONITORING AND CONTROL PROCEDURES**

**I. Meetings and communication between Client and Adviser**

As a matter of course, your Adviser shall keep you apprised of any material changes in your Adviser's outlook, recommended investment policy, and tactics. In addition, your Adviser prefers to consult with you semiannually to review and explain the Portfolio's investment results and any related issues. Your Adviser shall also be available on a reasonable basis for telephone communication when needed.

**II. The Adviser**

Your Adviser is expected to manage the Portfolio in a manner consistent with this Investment Policy Statement and in accordance with State and Federal law and the Uniform Prudent Client Act. Your Adviser shall act as the investment adviser and fiduciary to the Client until the Client decides otherwise.

Your Adviser shall be responsible for:

1. Designing, recommending and implementing an appropriate investment strategy consistent with the investment objectives, time horizon, risk profile, guidelines and constraints outlined in this statement.
2. Retaining an appropriate custodian to safeguard Client's assets.
3. Advising the Client about the selection of and the allocation of assets.
4. Ensuring that the custodian provides Client with a current prospectus, where applicable, for each investment proposed for the portfolio.
5. Monitoring the performance of all selected assets.
6. Periodically reviewing the suitability of the investments for the Client, being available to consult with the Client no less than annually, and being available at such other times within reason at the Client's request.

Your Adviser will exercise discretionary control over the Client's assets.

**III. The Client**

You shall be responsible for:

- 1. The oversight of the Portfolio, unless Discretionary Authorization has been designated to your Advisor .
- 2. Defining the investment objectives and policies of the Portfolio.
- 3. Directing your Adviser to make changes in investment policy and to oversee and to approve or disapprove your Adviser's recommendations with regards to policy, guidelines, objectives and specific investments on a timely basis.

- 4. You shall provide your Adviser with all relevant information on your financial conditions and risk tolerances and shall notify your Adviser promptly of any changes to this information.
- 5. You shall read and understand the information contained in the prospectus and each investment in the Portfolio.
- 6. You shall read and understand your Portfolio statements and bring any questions or concerns about the Portfolio, or any investments in the Portfolio, to the attention of the Adviser

Client and Adviser have executed this Discretionary Investment Management Agreement and Investment Policy Statement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**CLIENT(S)**

1) _____	2) _____
Signature, Title (if applicable)	Date
_____	_____
Signature, Title (if applicable)	Date
3) _____	4) _____
Signature, Title (if applicable)	Date
_____	_____
Signature, Title (if applicable)	Date

\_\_\_\_\_  
Primary Social Security or Tax I.D. Number

\_\_\_\_\_  
Secondary Social Security or Tax I.D. Number

**WEALTH PLANNERS, LLC**

By: \_\_\_\_\_  
Signature Date

**SCHEDULE A  
INVESTMENT MANAGEMENT AGREEMENT**

Name of Custodian:		Name of Custodian:	
<input type="checkbox"/> <b>Raymond James Financial, Inc.</b> 880 Carillon Parkway St. Petersburg, FL 33716 800-248-8863		<input type="checkbox"/> <b>WM Group of Funds</b> 12009 Foundation Place, Suite 350 Gold River, CA 95670 800-222-5852	
<input type="checkbox"/> <b>First Mercantile</b> 57 Germantown Court Fourth Floor Cordova, TN 38018 800-753-3682		<input type="checkbox"/> _____ _____ _____	

Aggregate Client Portfolio Value	Wealth Advisory Services Annual Retainer	Account Value	Maximum Investment Management Services Fee
Over \$2 MM	0	Over \$10 MM	Negotiable
\$1,250,000.00 - \$1,999,999.99	\$1,000	\$5,000,000.00 - \$9,999,999.00	0.580%
\$750,000.00 - \$1,249,999.99	\$2,000	\$2,000,000.00 - \$4,999,999.99	0.710%
\$500,000.00 - \$749,999.99	\$3,000	\$1,250,000.00 - \$1,999,999.99	0.850%
\$250,000.00 - \$499,999.99	\$4,000	\$750,000.00 - \$1,249,999.99	0.880%
\$100,000.00 - \$249,999.99	\$5,000	\$500,000.00 - \$749,999.99	0.900%
\$0.00 - \$99,999.99	\$6,000	\$250,000.00 - \$499,999.99	0.930%
		\$100,000.00 - \$249,999.99	0.950%
		\$0.00 - \$99,999.99	1.000%
WM Group of Funds Strategic Asset Management Portfolios	Wealth Planners Fee Paid From Internal Expenses of Fund	First Mercantile	Wealth Planners Fee
Flexible Income Portfolio 1.62%	0.75%		
Conservative Balanced Portfolio 1.67%	0.75%		
Balanced Portfolio 1.65%	0.75%		
Conservative Growth Portfolio 1.72%	0.75%		
Strategic Growth Portfolio 1.82%	0.75%		