



WEALTH MANAGEMENT SOLUTIONS

A Registered Investment Advisor

401k Plan Investment Advisory Contract

This INVESTMENT ADVISORY AGREEMENT (hereinafter referred to as the "Contract") is made and entered into this _____ day of _____, 20___, by and between Wealth Management Solutions LLC, (hereinafter referred to as "Advisor") whose primary offices are located in Claremore Oklahoma and _____ (hereinafter referred to as "Client") whose address is: _____.

WHEREAS, Advisor is registered with the Oklahoma Department of Securities as an investment advisor, and is also registered under the appropriate state laws.

WHEREAS, Advisor provides investment advisory services and Client wishes to retain Advisor to act as his/her investment advisor with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, Advisor and Client agree as follows:

1. Client recognizes that Advisor receives its information and data upon which to base its investment decisions from external sources. It is recognized that Advisor cannot assure the accuracy of the information and data received, and that any losses resulting from the accuracy of such information as it may affect the timing of transactions are normal market risks to be borne by Client.
2. All information, recommendations, advice furnished and transactions made by Advisor for Client under this agreement shall be regarded as confidential by Client and shall not be disclosed to any person, firm, or corporation without prior written consent of Advisor.
3. Account management fee will billed annually or quarterly in arrears and will be due upon such time stated in the contract. Contract will automatically be renewed on an annual basis unless terminated by Client in writing. Advisor reserves the right to adjust the account management fee upon renewal, at which time the Client will have the opportunity to renew at the current fee or dissolve the agreement. If the fee is not received at Advisors office by the Contractual due date, Advisor is released of any obligation under this Contract until such time the fee is received.
4. **Responsibilities of Client and Advisor:**
 - (a) **Client:** Client shall be responsible for providing Advisor with statements and making recommended changes on a timely basis, unless third party approval is agreed upon by Client, Advisor, and Clients Plan Fiduciary.
 - (b) **Advisor:** Advisors responsibility will be to review Clients corporate savings plan ordinarily quarterly, but at least annually or at Clients discretion, and make recommendations.
5. **Asset Management Service Fee Schedule:**
 - (a) Client will be billed an annual account management fee of \$_____ or a maximum range from _____ to _____. Fee's may negotiated between the Advisor and Client.
 - (b) Anniversary date for renewal purposes will be assigned when the Contract is put into force.

- (c) Such fee's may be deducted annually or quarterly from other fee-based accounts designated by Client.
- (d) In no case will clients be required to prepay \$500, six months or more in advance.
6. Advisor shall not be compensated on the basis of a share of capital appreciation of the funds or any portion of the funds included under this Advisory Agreement.
 7. **Liability:** Since services rendered upon this Contract are advisory in nature, Client expressly agrees that Advisor shall not be liable in any way relating to the performance of the services hereunder, as long as those laws (of the State in which the client resides) regulating the advisory services rendered hereunder. The above does not limit the persons right to institute legal proceedings under federal and state securities laws.
 8. This Contract shall remain in effect until such time as either party to the Contract receives written notice from the other party of his or its desire to cancel this agreement. Termination of this Contract does not affect Client's obligation to pay advisory fee's (pro-rated through the date of termination).
 9. In the event that Client shall die or be declared incompetent, the authority of advisor to continue to act under the Contract shall continue such time as Advisor is notified in writing of termination due to such death or incompetency of the legal representative of the Client of Clients estate.
 10. This contract shall not be amended, transferred, assigned, sold or in any manner hypothecated or pledged by either party without written mutual consent.
 11. In accordance with Rules under the Oklahoma Department of Securities, the undersigned hereby acknowledges receipt of Advisors Form ADV 2, or brochure, which includes disclosure of any conflicts of interest. Client has the right to terminate this Contract without fee or penalty within (5) business days of entering this agreement.
 12. For clients that reside in the state of Texas, Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.
 13. Under no circumstances will Advisor withdrawal, disburse, or distribute funds belonging to Client from their corporate savings plan without the express written permission from Client.
 14. This agreement serves as confirmation of a business relationship between the individual Client and the Advisor. The employer of the Client, and, or the Clients corporate savings plan is under no circumstances accountable or liable for actions in the context of this agreement, or as a result of this agreement. This agreement contains the entire understanding between the Client and Advisor concerning the subject matter of this agreement.
 15. In order to manage Clients corporate savings plan account, Advisor may obtain Clients personal identification number. By signing this contract, Client has agreed to release said personal identification number to advisor. This information will be handled with the utmost security procedures and will not be released by Advisor to any other party without Clients express permission.
 16. Services provided Advisor shall be in compliance with Oklahoma Department of Securities, rules and regulations thereunder, and applicable state laws regulating services by this agreement.

17. The following disclosure is required by various regularity bodies but shall not limit the applicability of the arbitration provision to any controversy or claim which may arise between the undersigned and the Advisor.
- (a) Arbitration is final and binding on the parties.
 - (b) Parties are waiving their right to seek remedies, including the right to a jury trial.
 - (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
 - (d) Arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
 - (e) Panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. Client agrees, and by carrying any account for the Client, the Advisor agrees that all controversies between Client and Advisor or any of the Advisor's present or former officers, directors, agents, or employees which may arise for any cause whatsoever, shall be determined by arbitration. Any arbitration under this agreement shall be before the American Arbitration Association in the state of Oklahoma, or any arbitration facility provided by any other securities exchange of which the Advisor is a member, or the Securities Rulemaking Board, in accordance the rules obtaining of such organization. The Client may elect in the first instance whether arbitration shall be before and in accordance with the rules of one of the aforementioned arbitration forums by registered letter addressed to Wealth Management Solutions LLC in Claremore, Oklahoma. If the undersigned fails to notify Advisor of such election as specified within five (5) days after receipt from Advisor of a request to make such an election then Advisor may make such election.

IN WITNESS WHEREOF, the parties have executed this Contract the day and the year of aforesaid, intending to be legally bound hereby.

Fee's Paid: Quarterly Annually

Billing: Direct Account # _____ Held at _____

Third Party Approval: No Yes Fiduciary: _____

Personal Identification Number: _____ Account Number: _____

Accepted by: **Wealth Management Solutions LLC**

By: _____

Opinions, advice, recommendations, or suggestions are based on information and research derived from original or published sources believed to be accurate and reliable, but recognized as not infallible. There can be no guarantee that the recommendation of management will prove to be profitable in the future or that they will equal the performance of any previous recommendation. Wealth Management Solutions LLC and its employees and or representatives may from time to time hold a position either directly or indirectly in the securities and or funds that are recommended.

X _____
Client Signature