

INVESTMENT ADVISORY AGREEMENT

Good Deals Advisors, LLC

This Investment Advisory Agreement ("Agreement") is entered into as of the date signed below ("Effective Date") by and between:

Good Deals Advisors, LLC ("Adviser," "we," "our," or "the Firm"), a Texas limited liability company registered as an investment adviser with the Texas State Securities Board, with its principal office at 5900 Balcones Dr, Suite 100, Austin, TX 78731;

and

Client Name: _____

Client Address: _____

Client Email: _____

Client Phone: _____

(individually or collectively, "Client" or "you").

1. APPOINTMENT AND SCOPE OF SERVICES

1.1 Appointment

Client hereby appoints Good Deals Advisors, LLC as Client's investment adviser, and the Adviser accepts such appointment, subject to the terms and conditions of this Agreement.

1.2 Advisory Services

The Adviser agrees to provide the following services as selected by Client (check all that apply):

- Wealth Management:** Investment strategy, asset allocation, portfolio construction, and ongoing portfolio oversight customized to Client's risk tolerance, time horizon, and financial objectives.

- Financial Planning:** Comprehensive financial planning encompassing retirement planning, income planning, cash flow analysis, and goal-based planning.
- Insurance and Protection Planning:** Coordination of life insurance, disability income, long-term care, and specialty coverage through the Adviser's insurance brokerage partners.
- Estate and Legacy Planning:** Coordination with Client's legal and tax advisors to develop wealth transfer and estate preservation strategies.
- Business Consulting:** Strategic advisory including organizational design, human capital strategy, change management, and exit planning.
- Fractional CFO and Business Advisory Services:** Outsourced chief financial officer services as described in Section 3.3 of this Agreement.

1.3 Client Discovery and Suitability

Prior to providing investment advisory services, the Adviser will conduct a discovery process to understand Client's financial situation, investment experience, risk tolerance, time horizon, liquidity needs, and overall financial goals. Client agrees to provide the Adviser with accurate and complete information regarding Client's financial circumstances and to promptly notify the Adviser of any material changes.

1.4 Investment Policy

Based on the discovery process, the Adviser will develop a personalized investment strategy for Client. The Adviser primarily utilizes diversified portfolios of low-cost exchange-traded funds (ETFs) and index funds, multi-asset portfolios across equity, fixed income, real assets, and alternative investments, tax-efficient investing strategies including asset location optimization and tax-loss harvesting, and income-oriented strategies as appropriate for Client's objectives.

1.5 Investment Restrictions

Client may impose reasonable restrictions on investing in certain securities or types of securities by providing written instructions to the Adviser. The Adviser will use commercially reasonable efforts to comply with such restrictions but shall not be liable for temporary deviations caused by market conditions, corporate actions, or operational limitations.

Client-Imposed Restrictions (if any): _____

2. DISCRETIONARY AUTHORITY

2.1 Grant of Discretion

By executing this Agreement, Client grants the Adviser discretionary authority over Client's account(s) held at the Qualified Custodian (as defined in Section 4). Discretionary authority permits the Adviser to determine, without obtaining specific Client consent for each transaction, the securities to be bought or sold and the amount of securities to be bought or sold in Client's account(s).

2.2 Scope of Discretion

The Adviser's discretionary authority includes the power to:

- (a) Buy, sell, exchange, convert, or otherwise trade any stocks, bonds, mutual funds, exchange-traded funds, or other securities or investments on behalf of Client.
- (b) Subscribe or unsubscribe Client's account(s) to model portfolios available through Altruist LLC's Model Marketplace.
- (c) Utilize Altruist LLC's tax management tools for Client's account(s), including automated tax-loss harvesting.
- (d) Enroll or withdraw Client's account(s) from the Altruist One Program as described in Section 4.3.
- (e) Rebalance Client's account(s) in accordance with the investment strategy.

2.3 Limitations on Discretion

The Adviser shall not have the authority to:

- (a) Withdraw funds or securities from Client's account(s) or direct delivery of funds or securities to any person other than Client, except for the deduction of advisory fees as authorized in Section 3.
- (b) Transfer Client's account(s) to another custodian without Client's prior written consent.
- (c) Take custody of Client's funds or securities.
- (d) Vote proxies on Client's behalf (see Section 10).

2.4 Non-Discretionary Option

If Client does not wish to grant discretionary authority, Client may elect non-discretionary management by initialing here: _____. Under non-discretionary management, the Adviser will provide investment recommendations, and Client retains the authority to accept or reject any recommendation prior to execution. Client acknowledges that the Adviser cannot be held responsible for any losses resulting from Client's failure to act on timely recommendations under a non-discretionary arrangement.

3. FEES AND COMPENSATION

3.1 Investment Advisory Fee

Client agrees to pay the Adviser an annual advisory fee calculated as a percentage of assets under management ("AUM Fee") as follows:

Annual Advisory Fee Rate: _____% (up to a maximum of 1.50%)

The AUM Fee is calculated based on the market value of Client's account(s) on the last business day of the previous calendar quarter and is billed quarterly in advance. For the initial quarter of service, the fee is prorated from the Effective Date through the end of that calendar quarter.

3.2 Financial Planning Fee

If Client has elected standalone financial planning services not associated with ongoing investment management under Section 1.2, Client agrees to pay a fixed fee as follows:

Financial Planning Fee: \$ _____

A portion of \$ _____ is due at the time of engagement. The balance is due upon delivery of the financial plan.

3.3 Fractional CFO and Business Advisory Fee

If Client has elected fractional CFO and business advisory services under Section 1.2, Client agrees to pay fees on the following basis (select one):

- Hourly Rate:** \$ _____ per hour
- Monthly Retainer:** \$ _____ per month
- Project Fee:** \$ _____ for the scope of work described in Exhibit A

These fees are separate from and in addition to any investment advisory fees. Engagement for CFO and business advisory services does not require engagement for investment advisory services, and vice versa.

3.4 Fee Deduction Authorization

Client authorizes the Adviser to deduct advisory fees directly from Client's custodial account(s) on at least a yearly basis. The Qualified Custodian will send the Client a statement reflecting all fees deducted. Client retains the right to revoke this authorization at any time by providing written notice to the Adviser, in which case fees will be invoiced directly to Client.

3.5 Other Fees and Expenses

In addition to the Adviser's fees, Client may incur other charges including but not limited to: custodial fees, transaction costs, wire transfer fees, and internal fees charged by mutual funds and exchange-traded funds (e.g., management fees, 12b-1 fees, and other fund expenses). If Client's account(s) are subscribed to model portfolios through Altruist LLC's Model Marketplace or utilize Altruist LLC's tax management tools, additional fees ranging between 0.00% and 1.00% may apply and will be deducted from the Adviser's house account or passed through to Client's account(s) at the Adviser's instruction. The current Altruist LLC Fee Schedule is available at altruist.com/legal. All such fees are separate from the Adviser's fees.

3.6 No Performance-Based Fees

The Adviser does not charge performance-based fees. Client's fee is based solely on assets under management, fixed fees, or hourly/retainer rates as described above.

3.7 Fee Changes

The Adviser reserves the right to adjust the advisory fee rate upon thirty (30) days' written notice to Client. Any fee increase will apply only to billing periods beginning after the notice period expires. Client may terminate this Agreement within the notice period if Client does not agree to the new fee.

4. CUSTODIAN AND BROKERAGE

4.1 Qualified Custodian

Client's assets will be held at Altruist Financial LLC ("Altruist"), an unaffiliated SEC-registered broker-dealer and member of FINRA and SIPC (SEC registration number: 870244, address: 3030 S. La Cienega Blvd, Culver City, CA 90232). Altruist serves as a self-clearing broker-dealer providing custody, clearing, and execution services. Client will open and maintain

brokerage account(s) directly with Altruist and will receive account statements directly from Altruist on at least a quarterly basis.

4.2 Model Marketplace and Tax Management Tools

The Adviser may participate in the Model Marketplace and may use tax management tools of Altruist LLC, an SEC-registered investment adviser and affiliate of Altruist Financial LLC. Through the Model Marketplace, the Adviser has access to model portfolios including Altruist LLC-generated portfolios and third-party portfolios. Altruist LLC and its affiliates do not act as investment advisers or fiduciaries to Client. The Adviser is solely responsible for the suitability of all investment decisions and transactions for Client's account(s).

4.3 Altruist One Program

The Adviser may enroll Client's account(s) in the Altruist One Program, a bundled subscription offering from Altruist Corp that provides benefits including higher interest rates on cash balances, waived or discounted transaction fees, waived or discounted fees for tax management tools, and waived or discounted fees to access model portfolios. The monthly Altruist One fee will be:

- Absorbed by the Adviser** (no additional cost to Client)
- Passed through to Client** (deducted from Client's account)

The cost and fee calculation methodology are detailed in the Altruist One Terms of Use at altruist.com/legal. Altruist One may not be suitable for all clients. The Adviser will only enroll Client's account(s) if, in the Adviser's reasonable judgment, the benefits outweigh the costs for Client's specific situation.

4.4 Directed Brokerage

Client may request that the Adviser use a specific broker-dealer to execute transactions. If Client directs brokerage, Client understands that the Adviser may not be able to negotiate commissions or obtain volume discounts and that best execution may not be achieved. The Adviser shall not be responsible for any additional costs or reduced execution quality resulting from Client-directed brokerage.

4.5 Adviser's Relationship with Custodian

The Adviser maintains an institutional relationship with Altruist whereby Altruist provides certain benefits to the Adviser, including a digital account opening process, a variety of available investments, and integration with software tools. The Adviser is not affiliated with Altruist. Altruist does not supervise the Adviser, its agents, activities, or regulatory compliance. The Adviser does not receive trading commissions or soft dollar arrangements from Altruist.

5. FIDUCIARY DUTY AND STANDARD OF CARE

5.1 Fiduciary Status

When providing investment advisory services under this Agreement, the Adviser acts as a fiduciary under the Investment Advisers Act of 1940 and owes Client duties of loyalty, care, and good faith. The Adviser will act in Client's best interest at all times in connection with investment advisory services.

5.2 Standard of Care

The Adviser will exercise the care, skill, prudence, and diligence that a reasonably prudent investment adviser would exercise under the circumstances. The Adviser does not guarantee the future performance of Client's account(s), any specific level of performance, or the success of any investment decision or strategy. Investing in securities involves risk of loss that Client should be prepared to bear.

5.3 Insurance Activities — Capacity Distinction

Andrew Escher, the Adviser's Managing Member, is a licensed insurance agent in the State of Texas. When recommending insurance products (life insurance, disability income, long-term care, and annuities) in the capacity of a licensed insurance agent, the Adviser is not acting in a fiduciary capacity under the Investment Advisers Act. Insurance recommendations are made through affiliated insurance brokerage relationships, and the Adviser or its principal may receive commission-based compensation from the insurance carrier. Client is under no obligation to purchase insurance products through the Adviser or its principal and may purchase insurance through any agent or broker of Client's choosing. The Adviser will disclose any insurance-related compensation to Client.

6. CONFLICTS OF INTEREST

6.1 Insurance Commissions

As described in Section 5.3, the Adviser's principal may receive commissions from the sale of insurance products. This creates a potential conflict of interest, as the recommendation of insurance products could be influenced by the compensation received. The Adviser mitigates this conflict by disclosing all insurance compensation to Client, making recommendations based on Client's needs rather than compensation, and maintaining Client's right to purchase insurance through any provider.

6.2 Personal Trading

The Adviser and its associated persons may buy or sell securities identical to those held in or recommended for Client's account(s). The Adviser's Code of Ethics requires that Client transactions take priority over personal transactions and that personal trades are subject to pre-clearance, monitoring, and reporting requirements.

6.3 Custodial Relationship

The Adviser receives certain non-monetary benefits from its institutional relationship with Altruist as described in Section 4.5. These benefits do not include trading commissions, revenue sharing, or soft dollar arrangements.

6.4 Model Marketplace and Altruist One

The Adviser's participation in the Model Marketplace and Altruist One Program creates potential conflicts to the extent that the Adviser may benefit from features, fee waivers, or operational efficiencies provided by these programs. The Adviser mitigates this conflict by only utilizing these programs when, in its reasonable judgment, doing so serves Client's best interest.

7. CONFIDENTIALITY AND PRIVACY

7.1 Confidentiality Obligation

The Adviser will maintain the confidentiality of all Client information, including financial circumstances, investment holdings, transactions, and personal details. The Adviser will not disclose Client information except: (a) with Client's prior written consent; (b) as required by applicable law, regulation, or legal process; or (c) to service providers with a legitimate need to know who are bound by confidentiality obligations (e.g., the Qualified Custodian, accountants, attorneys).

7.2 Privacy Policy

The Adviser maintains a Privacy Policy consistent with Regulation S-P, which will be provided to Client at the time of account opening and annually thereafter.

7.3 Code of Ethics

The Adviser has adopted a Code of Ethics pursuant to Rule 204A-1 under the Investment Advisers Act of 1940 that establishes standards of conduct, addresses conflicts of interest, and requires personal securities transaction reporting. A copy of the Code of Ethics is available to Client upon request.

8. CLIENT RESPONSIBILITIES

8.1 Accurate Information

Client agrees to provide the Adviser with accurate, complete, and timely information regarding Client's financial situation, investment objectives, risk tolerance, and any changes thereto. The Adviser relies on this information in performing its duties and shall not be responsible for any loss arising from Client's failure to provide accurate or timely information.

8.2 Review of Statements

Client agrees to review all custodial statements received from Altruist on at least a quarterly basis and to promptly report any discrepancies or concerns to the Adviser. If there is a discrepancy between the Adviser's reports and the custodial statement, the custodial statement should be considered the official record.

8.3 Tax and Legal Advice

Client acknowledges that the Adviser does not provide tax or legal advice. The Adviser may coordinate with Client's tax and legal advisors as directed by Client, but Client is solely responsible for obtaining independent tax and legal counsel. Tax-efficient investment strategies employed by the Adviser (including tax-loss harvesting) do not constitute tax advice.

9. ACCOUNT REVIEWS AND REPORTING

9.1 Ongoing Reviews

Client's account(s) will be reviewed on an ongoing basis by Andrew Escher, CFA, Managing Member. Formal reviews will be conducted at least annually, with additional reviews triggered by significant market events, changes in Client's financial circumstances, or at Client's request.

9.2 Reports

The Adviser may provide supplemental performance reports to Client on a quarterly basis. Client will also receive custodial statements directly from Altruist reflecting all account holdings, transactions, and fees.

10. PROXY VOTING

The Adviser does not vote proxies on behalf of Client. Client will receive proxy materials directly from the Qualified Custodian or the issuer of securities held in Client's account(s). Client retains

the right and responsibility to vote all proxies. The Adviser may provide general guidance regarding proxy voting upon request, but the final voting decision rests with Client.

11. TERM AND TERMINATION

11.1 Term

This Agreement becomes effective on the Effective Date and continues in effect until terminated by either party.

11.2 Termination

Either party may terminate this Agreement at any time by providing written notice to the other party. Termination will be effective upon receipt of written notice, or such later date as specified in the notice.

11.3 Effect of Termination

Upon termination:

- (a) The Adviser will cease all advisory activities on behalf of Client.
- (b) Client will receive a prorated refund of any prepaid advisory fees for the remaining portion of the billing period, calculated from the effective date of termination through the end of the current billing quarter.
- (c) Client's account(s) at the Qualified Custodian will remain in Client's name and under Client's control. The Adviser will not execute any further transactions in Client's account(s) unless necessary to fulfill pending orders placed prior to termination.
- (d) The Adviser's obligations regarding confidentiality (Section 7) and the limitations on liability (Section 12) shall survive termination.

11.4 No Penalty

There is no penalty or termination fee for ending this Agreement. Client's sole financial obligation upon termination is payment for services rendered through the termination date, net of any prepaid fee refund.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 Limitation of Liability

The Adviser will not be liable to Client for any loss, damage, or expense arising from: (a) any investment decision made or action taken in good faith and in accordance with the Adviser's fiduciary duty and the standard of care described in Section 5.2; (b) Client's failure to provide accurate or timely information; (c) market fluctuations or general economic conditions; (d) actions or omissions of the Qualified Custodian, broker-dealers, or other third parties not under the Adviser's control; or (e) any force majeure event including but not limited to natural disasters, acts of government, pandemics, wars, or technology failures beyond the Adviser's reasonable control.

12.2 No Waiver of Rights

Nothing in this Agreement shall constitute a waiver of any rights Client may have under applicable federal or state securities laws, including the Investment Advisers Act of 1940 and the Texas Securities Act. The federal securities laws impose liability under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver or limitation of any rights Client may have under those laws.

12.3 Indemnification

Client agrees to indemnify and hold harmless the Adviser, its members, officers, and agents from any claims, losses, or expenses (including reasonable attorneys' fees) arising from: (a) Client's breach of this Agreement; (b) Client's provision of inaccurate or incomplete information; or (c) Client's actions or omissions regarding Client-directed brokerage, investment restrictions, or rejection of recommendations under a non-discretionary arrangement.

13. DISPUTE RESOLUTION

13.1 Mediation

In the event of any dispute arising under or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good faith mediation conducted by a mutually agreed-upon mediator in Austin, Texas. The costs of mediation will be shared equally.

13.2 Arbitration

If mediation does not resolve the dispute within thirty (30) days, either party may submit the dispute to binding arbitration in Austin, Texas, in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding and may be entered as

a judgment in any court of competent jurisdiction. Each party will bear its own costs and attorneys' fees, unless the arbitrator determines otherwise.

13.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles, and the applicable provisions of the Investment Advisers Act of 1940.

14. FORM ADV ACKNOWLEDGMENT

14.1 Receipt of Brochure

Client acknowledges having received the Adviser's Form ADV Part 2A (Firm Brochure) and Part 2B (Brochure Supplement for Andrew M. Escher, CFA) at or prior to the execution of this Agreement.

14.2 Right to Terminate

Client has the right to terminate this Agreement without penalty within five (5) business days of executing this Agreement. If Client terminates within this period, Client will receive a full refund of any fees paid.

15. GENERAL PROVISIONS

15.1 Entire Agreement

This Agreement, together with any exhibits and the custodial documentation between Client and Altruist Financial LLC, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations.

15.2 Amendments

This Agreement may be amended only by a written instrument signed by both parties. The Adviser may update its Form ADV and deliver an updated brochure to Client in accordance with regulatory requirements; however, material changes to the fee schedule or scope of services require a written amendment to this Agreement.

15.3 Assignment

The Adviser will not assign this Agreement without Client's prior written consent. For purposes of this provision, "assignment" has the meaning given in the Investment Advisers Act of 1940 and includes any direct or indirect transfer of a controlling interest in the Adviser.

15.4 Notices

All notices under this Agreement must be in writing and delivered to the addresses set forth above, or to such other address as a party may designate in writing. Notices may be delivered by personal delivery, U.S. mail, email, or other electronic means.

15.5 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

15.6 Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or the right to enforce it at a later time.

15.7 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed valid and binding.



SIGNATURES

GOOD DEALS ADVISORS, LLC

Signature: _____

Name: Andrew M. Escher, CFA

Title: Managing Member

Date: _____

CLIENT

Signature: _____

Printed Name: _____

Date: _____

CO-CLIENT (if applicable)

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT A: SCOPE OF SERVICES (if applicable)

Use this exhibit to describe the specific scope of work for fractional CFO, business advisory, or financial planning engagements.

Description of Services:

Deliverables:

Timeline:

Fee Structure (as selected in Section 3):
