



SUMMIT FINANCIAL, LLC

INVESTMENT MANAGEMENT AGREEMENT

This investment management agreement ("*Agreement*") is made by and between Summit Financial, LLC ("*Summit*"), an investment adviser registered with the Securities and Exchange Commission, and the undersigned persons/entities ("*Client*"). This Agreement establishes the terms under which Summit will provide investment advisory services to Client and is effective as of the date approved by Summit on the last page of this Agreement (the "*Effective Date*").

1. **Scope of Engagement**

1.1 Client appoints Summit to provide the investment management services that are selected by Client via the Advisory Program Schedule(s), which schedule(s) are incorporated into this Agreement. Summit is responsible for providing the services, which may include investing, reinvesting, and/or advising on securities and other investments and/or selecting or recommending third-party managers, in accordance with the Advisory Program Schedule(s) selected for such investments (together with all additions and/or transfers collectively referred to as the "*Assets*"). The Assets will be held in account(s) designated by Client (collectively the "*Accounts*").

1.2 Client has selected one or more investment adviser representatives at Summit ("*Wealth Managers*") who are identified on the Advisory Program Schedule(s) and who serve as the primary point(s) of contact between Summit and Client and who recommend advisory program(s) and/or deliver advisory services to Client.

1.3 Client acknowledges that Summit cannot adequately perform its services for Client unless Client diligently performs Client's responsibilities under this Agreement.

a. Client agrees to provide any information and/or documentation requested by Summit in furtherance of this Agreement and to ensure that all information provided to Summit is accurate and complete.

b. Summit is not required to verify any information received from Client either directly or through Client's designated agent(s) and is expressly authorized to rely upon any information received therefrom.

1.4 Client acknowledges and understands that the services provided by Summit under this Agreement are limited to the investment management of the Assets and if directed by Client, the maintenance of certain Assets specified by Client, and do not include investment advisory or other services with regard to any other assets or other matters.

1.5 Client agrees to take all steps necessary to enable Summit to manage the Assets including, but not limited to, promptly signing any forms needed for Summit to provide the advisory services described hereunder.

2. **Acknowledgement of Investment Risks**

Client understands and acknowledges that: there is no assurance that the investment advisory services provided hereunder will cause the Assets to increase in value; the Assets may lose value; Client's investment objectives may not be met; and investment results will vary substantially over time. Summit makes no promises, representations, warranties or guarantees that any of the services to be rendered hereunder will result in a profit to Client. Client further acknowledges that Client is financially capable of bearing losses in the Assets.

3. **Fees and Charges**

3.1 Summit's fees for the investment advisory services selected by Client are included on the Advisory Program Schedule(s), which also set forth the mechanics and timing for the payment of such fees.

3.2 Additional information regarding Summit's investment advisory fees is detailed in Summit's Form ADV Part 2A brochure for non-wrap accounts, and its Appendix 1 brochure for wrap accounts (collectively referred to herein, as applicable, as a "*Brochure*"). Client understands and agrees that except as noted in the applicable Advisory Program Schedule(s), Client is responsible for the payment of all third party fees and charges, as applicable (including but not limited to custodial fees, mark-ups, mark-downs, wire fees, inactivity fees, foreign transaction fees, margin interest, liquidation fees, ACAT fees, regulatory fees, fees assessed by any mutual funds, exchange traded funds or other pooled investment vehicles, or third party managers/sub-advisers, if any, and brokerage/executions costs (for non-wrap programs)), which are separate and distinct from the advisory fees charged by Summit and which are not offset by Summit's fees.

3.3 Client hereby authorizes the Custodian identified on the Advisory Program Schedule(s) to deduct Summit's investment advisory fees from Account Assets it custodies on the terms included on such schedule. Unless otherwise noted on the Advisory Program Schedule, all cash and securities in an Account will be included in determining the value of an Account for the purpose of calculating Summit's fees. Even for those investment advisory programs that are otherwise non-discretionary, Client grants Summit the limited right to sell securities to generate cash to pay any fees it is owed. Client is solely responsible for any losses or tax consequences as a result of sales of Assets, including sales to satisfy Client's obligation to pay fees and charges.

3.4 Client may make deposits or withdrawals to the Accounts at any time. The proceeds of withdrawals will be delivered to Client after the time necessary for the resulting trades to clear and settle.

4. **Custody and Trading**

4.1 Client shall arrange for the Assets to be maintained by a qualified custodian as defined under rules promulgated under the Investment Advisers Act of 1940, as amended ("*Custodian*") unless the Assets are exempt from such regulatory requirement. Summit may assist Client in opening Accounts at the Custodians recommended by Summit but Client may open Accounts with any Custodian he/she chooses.

4.2 Notwithstanding section 4.1, in the event Summit deems it to be in the best interest of Client, Client consents to the following: Client appoints Summit as its true and lawful attorney-in-fact, and empowers and authorizes Summit, in the name of Client, to make, execute, sign, swear to, acknowledge and file all documents relating to (i) opening new brokerage or custodial account(s) on behalf of Client with a Custodian selected by Summit, which Custodian shall send statements to Client at least quarterly; and (ii) transferring the Assets from existing Accounts into any such new account(s) opened on behalf of Client. Client acknowledges that, in the event Summit opens one or more new account(s) on behalf of Client and transfers the Assets from existing Accounts into any such new account(s) opened on behalf of Client, the terms of this Agreement shall govern the investment advice provided with respect to the Assets in such new account(s). In addition, if Summit opens new account(s) with a Custodian on Client's behalf, Summit shall notify Client in writing of the Custodian's name, address, and the manner in which the funds and/or securities are maintained, promptly when the account(s) are opened and following any changes to this information.

4.3 Under no circumstance shall Summit act as custodian for Client's cash or securities or take actual custody and/or physical control of the Assets. The Custodian (or the issuer for Assets exempt from the custodian requirement) shall at all times have actual custody and/or physical control of the Assets.

4.4 Client hereby authorizes the Custodian to follow the instructions of Summit in every respect concerning Client's Assets custodied by such Custodian. This authorization continues in full force until this Agreement is terminated.

4.5 Summit shall not be liable for any act or omission of any broker-dealer or Custodian. Any fees, charges, or other compensation owed to a Custodian and broker-dealers for their services to the Accounts shall be the obligation of Client and not Summit.

4.6 Summit may but is not required to aggregate orders for the purchase or sale of securities for Accounts with orders for accounts of other clients. When orders are aggregated: (i) the actual prices applicable to the aggregated transaction will be averaged and the Accounts and each other account participating in the aggregated transaction shall be treated as having purchased or sold its portion of the securities at such average price; and (ii) all transaction costs incurred in effecting the aggregated transaction shall be shared on a pro-rata basis among the accounts (including the Accounts) participating in the transaction. Client recognizes

that in some cases this procedure may adversely affect the price or size of the position obtainable for the Account.

4.7 With respect to accounts for which Fidelity Brokerage Services, LLC serves as the Custodian, Fidelity has agreed to reimburse certain transition expenses incurred by Summit in connection with Summit's 2018 conversion to its platform and also to waive ticket charges on trades in domestic stocks, ETFs and options and transaction fee mutual funds for accounts advised by Summit for a period of time after the initiation of its relationship with Fidelity. The reimbursement of transitional expenses and waiver of ticket charges result in economic benefits to Summit but it does not diminish Summit's duty to seek best execution on behalf of its clients. This relationship is detailed in the Brochure. Client understands, appreciates, and consents to the foregoing.

5. **Proxies**

Summit will not request or accept proxy voting authority for Client Assets. Clients will receive proxies directly from the issuer of the security or the Custodian and should direct all proxy questions to the issuer of the security. Summit will not take actions with respect to such securities, such as, executing consents, requests, directions, approvals, waivers, objections, appointments or other instruments. Client agrees not to direct the Account Custodian(s) to forward proxy materials to Summit and understands that Summit will not take action on such materials should Summit receive them. Please see the agreements with third party managers/sub-advisers regarding proxy voting in such programs.

6. **Changes in Investment Profile and Other Information**

All Investment Profile, Client Profile and other information provided by Client or by Client's designated agent, if any, is true and correct and may be relied upon by Summit. Client shall promptly notify Summit of any material errors, changes or corrections to the information previously supplied to Summit in accordance with the provisions of Section 15 of this Agreement. Client understands that Summit manages the Assets based on the information provided by Client. Client agrees that Summit has no responsibility for Client's failure to timely provide accurate information regarding Client, the Assets or the Accounts. Client shall promptly inform Summit if Client wishes (or is obligated by regulations or employer policy) to impose any reasonable restrictions on the management of Client's Assets, or to modify any existing restrictions. Client understands that Summit shall assess and determine the reasonableness of Client's requested restrictions in Summit's sole discretion and that any such request will not be adhered to unless and until Summit first notifies Client of Summit's consent to such request.

7. **Tax Liability**

Client is solely responsible for paying all taxes owed on the purchase, sale or exchange of any security advised by Summit. If Client transfers securities to Summit in connection with funding a new discretionary advisory program (as identified on the Advisory Program Schedule(s)), some or all of such securities may be liquidated promptly by Summit or the third party manager/sub-adviser in its discretion (and such liquidations may be recommended by the Wealth Manager with respect to securities transferred into a new non-discretionary advisory program (as identified on the Advisory Program Schedule(s)) and the proceeds reinvested in Client's Accounts. As a result of such liquidations, Client may incur significant tax liabilities (or other charges, such as commissions and penalties) for which Client will be solely responsible. Client agrees that, if applicable, Client has considered such ramifications before deciding to have its Assets managed under the applicable investment advisory program(s).

8. **Reports, Tax, Accounting or Legal Advice**

Client acknowledges that none of Summit, its affiliates, Wealth Managers or their associated persons provides Client with tax, accounting or legal advice or counseling and that no one has authority to modify this provision. Although Summit's reports and advice may be used to assist Client in the preparation of tax returns, they do not represent the advice or approval of tax professionals. Client understands that Summit strongly recommends that Client consult a tax professional to determine the tax and accounting treatment of the Assets. Further, Client agrees that Client should rely on the periodic statements, transaction confirmations and tax reporting forms provided by Custodian for tax-related information.

Some Wealth Managers send their clients reports containing inventories of holdings and/or performance reports, as such clients may reasonably request from time to time. If Client receives such reports, Summit urges Client to compare and verify the information in such reports with the information on the statements Client receives directly from the Custodian. Summit's Wealth Managers may include positions on reports regarding assets that are not subject to an Advisory Program Schedule and do not constitute Assets advised under this Agreement. Client acknowledges that inclusion of such assets is merely a courtesy to Client and does not indicate that Summit is providing any investment advisory services with respect to such assets.

9. Valuation of Account Assets

Assets in the Account are valued by the Custodian or the issuer (if the Assets are exempt from the custodian requirement). Performance or other reports provided by Summit, if any, may be based on different values or time periods than those in the statements provided by the Custodian. Client understands that the statements and confirmations provided by the Custodian constitute the official record of the value of the Assets.

10. Limitation of Liability

In addition to the other limitations in this Agreement, neither Summit nor any of its affiliates, Wealth Managers, employees, representatives, associated persons, officers, directors or agents shall be liable for any loss incurred with respect to the management of Client's Assets under this Agreement, except where such loss directly results from Summit's gross negligence or willful misconduct. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws.

11. Services to Other Clients

11.1 Client understands that Summit has investment responsibilities, renders investment advice to, and performs investment advisory services for, other individuals and entities ("*Other Accounts*"). Client also acknowledges that Summit (and its affiliates, Wealth Managers, employees, supervised persons, officers, directors or agents) may buy, sell, or trade in any securities for their own accounts and those of their family members ("*Affiliated Accounts*"). Client agrees that Summit may give advice or exercise investment responsibility and take such other actions with respect to Other Accounts and Affiliated Accounts which may differ from the advice given or the timing or nature of action taken with respect to Client's Account so long as such actions are consistent with Summit's duties under the law.

11.2 Client understands that Other Accounts and Affiliated Accounts may at any time, hold, acquire, increase, decrease, dispose of, or otherwise deal with positions in investments in which Client's Accounts have an interest from time to time. Client acknowledges and agrees that Summit has no obligation to purchase for Client's Accounts a position in any security which Other Accounts or Affiliated Accounts may acquire, and that Client's Accounts have no first refusal, co-investment or other rights in respect of any such investment. If Summit or its affiliates obtain information about a security or its issuer that Summit or its affiliates may not lawfully use or disclose, Summit will not disclose the information, will not use such information for Client's benefit and may be prohibited from directing trades in impacted securities for some period of time.

11.3 The services of Summit provided hereunder are not exclusive, and Summit shall be free to render similar services to others so long as its services hereunder are not impaired thereby. Persons engaged in performing Summit's duties hereunder, including the Wealth Manager(s) selected by Client, will not devote their full time to such services, and nothing hereunder shall be deemed to limit or restrict the right of Summit to engage in or devote time and attention to other businesses or to render services of whatever kind or nature.

12. Term and Termination

12.1 The term of this Agreement shall commence on the Effective Date and shall continue until (i) either party gives the other party written notice of termination in which case termination shall be effective within 5 business days; or (ii) Client transfers all of the Assets out of the Accounts, in which case this Agreement shall terminate immediately. In the event an Account is terminated by either party as set forth herein, fees paid for that payment period will be prorated based on the number of days in the payment period for

which advisory services were provided and any unearned fees, if any, will be returned to Client (but Client shall be responsible for any loss in the value of Client's Assets prior to termination).

12.2 Upon termination of the Agreement, Summit shall no longer provide investment advisory services with regard to the Assets in Client's Accounts, and shall not accept further instructions regarding trades, distributions or otherwise. Once the Agreement is terminated, Client (and not Summit) shall have sole authority and responsibility for instructing the Custodian (or issuer, if the Assets are exempt from the custodian requirement) with respect to any Assets remaining in the Accounts. In the event that Client fails to instruct the Custodian with respect to the Assets in the Accounts or fails to do so in a timely manner as determined by the Custodian, Summit shall have no responsibility for any actions taken by the Custodian including the liquidation of positions resulting in tax liability or foregone opportunity for gains.

13. Representations, Warranties and Covenants by Client

13.1 Client represents, warrants and covenants as follows:

a. Whether the Assets are held individually, jointly or in a representative capacity, Client warrants that he/she has full legal power and authority to enter into this Agreement and the terms of this Agreement do not violate any obligation or duty to which Client is bound, whether arising out of contract, operation of law, or otherwise. As of the date of this Agreement, neither Client nor the Accounts or the Assets therein are affected by any lien, court order, agreement or other restriction affecting the Assets that has not been disclosed to Summit in writing. If an Account is owned by two or more natural persons, Summit shall be permitted to rely upon and act upon any notification or instruction received from any natural person who owns the Account and to treat any natural person Client as representing all of the natural person Clients, unless and until Summit is notified otherwise in writing. Notwithstanding the foregoing, at any time (and in connection with any notification(s) or instruction(s) or all notifications and instructions) Summit may, in its sole discretion, insist upon receiving joint written instructions from all joint owners of an Account rather than from a single individual joint owner. Further, if any natural person owner has authorized one or more third parties to act on Client's behalf, pursuant to a power of attorney or otherwise (each a "*Designated Agent*"), Summit may, in its sole discretion, insist upon receiving joint written instructions from all Designated Agents of an owner rather than from a single Designated Agent (so long as each is acting within the scope of the authorization.)

b. If Client is an entity, it has the full right, power, legal capacity and authority under the laws of the state under which it was organized and other applicable law and Client's organizing documents to enter into and perform this Agreement. Client is duly organized and validly existing under the laws of the state under which it was organized and other applicable law with full right, power, legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly and validly authorized, executed and delivered by Client, and is a legal, valid and binding agreement of Client and is enforceable by Summit in accordance with its terms.

c. If the signer is a trustee or fiduciary, signer represents and warrants that the investments contemplated by this Agreement are within the scope authorized by the appropriate trust or other legal document governing the Assets. Such trustee or fiduciary also represents and warrants that Client's execution of this Agreement and services provided by Summit are permitted by the relevant governing instrument of Client and all applicable laws and regulations. The trustee or fiduciary agrees to provide, if requested, an executed trustee certification, investment powers form, and/or copies of the governing instruments authorizing execution of this Agreement. Further, the trustee or fiduciary certifies that these documents allow Client to engage an investment adviser to provide the services in the Advisory Services Schedule(s) and that Client is authorized to hire such investment adviser. Client undertakes to advise Summit of any material change in the authority of the signers to this Agreement. Further, if there are multiple trustees on an Account, Summit may, in its sole discretion, insist upon receiving joint written instructions from all trustees of an Account rather than from a single trustee even if the trust instrument permits a single trustee to provide such instruction.

d. Client acknowledges that Summit seeks to comply with all applicable laws and regulations relating to money laundering. In furtherance of such efforts, Client represents and warrants that (i) none of the Assets has been derived from, or is in any way related to, any activity that is deemed criminal under United States law or will cause Summit to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement

and Anti-Terrorist Financing Act of 2001 or other similar laws; and (ii) neither Client nor any person directly or indirectly controlling, controlled by, or under common control with Client is a person identified as a terrorist or terrorist organization in any relevant lists maintained by governmental authorities, including, without limitation, the lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control. Client agrees that Summit may verify the identity of, and/or conduct ongoing due diligence on, Client, Client's principals and/or beneficial owners, and/or persons designated to act on Client's behalf. Client agrees to cooperate in this effort and to provide any documents reasonably requested by Summit.

e. The Accounts do not constitute, and are not required to be registered as, investment companies under the Investment Company Act of 1940, as amended.

13.2 The foregoing representations, warranties and covenants of Client shall continue during the Term and if at any time during the Term Client discovers that any event shall have occurred that makes any of the foregoing representations, warranties or covenants incomplete or inaccurate, Client shall promptly notify Summit of such incompleteness or inaccuracy and of the steps, if any, being taken to remedy the matter.

14. Privacy and Data Protection

14.1 Client acknowledges receiving a copy of Summit's privacy statement discussing how Summit protects Client information and under what circumstances such information may be shared with others. Client hereby consents to the disclosure of information about Client to Summit's affiliates, employees, agents, third party managers/sub-advisers, and such other third parties as is necessary or desirable to provide the services set forth in this Agreement or to such parties as is otherwise required or permitted by applicable law. Further, Client authorizes Summit to give a copy of this Agreement to any broker-dealer or other party to a transaction, or Custodian, as evidence of Summit's limited powers of attorney and authority to act on Client's behalf.

14.2 As detailed in its Brochure and the Form ADV Part 2B supplement for the Wealth Manager(s) responsible for Client's Accounts, most of Summit's Wealth Managers are registered representatives with broker dealers that are not affiliated with Summit. Under applicable regulatory requirements, a broker dealer may be required to review transactions resulting from the investment related activities of its registered representatives that occur away from the broker dealer. In order for such broker dealers to meet their regulatory obligations, Summit needs to share information about Clients with such broker dealers. Client authorizes Summit and each Custodian to share information regarding Client, and to direct Client's Custodian to share such information, with such broker dealers.

14.3 Summit endeavors to adhere to best industry practices regarding protection of Client's Assets and prevention of senior abuse. In further of this, Summit reserves the right to contact members of Client's family, Client's power of attorney or a designated "trusted contact," if one has been made known to Summit, if it reasonably appears to Summit that Client's judgment is impaired or that Client may be the subject of exploitation.

14.4 If Client designates one or more "Household Contact(s)" to serve as an information contact for some or all of Client's Accounts, Client agrees that Summit may (i) rely on information provided by such person regarding all Accounts subject to this Agreement as if the information was provided directly by Client; and (ii) provide the Household Contact(s) with personal data, position listings, balance information, performance and other information regarding each person and Account associated with this Agreement in accordance with the authorization in Section 15.

15. Documents and Electronic Delivery

15.1 Summit agrees to accept all the delivery of documents including, but not limited to: authorizations, directions, instructions, notifications, requests, as well as all other correspondence (collectively "*Client Communications*") from Client, Client's Designated Agents and/or Client's Household Contacts at Summit's home office address, Wealth Managers' office address, and/or to the Wealth Manager(s)' or Summit staff's e-mail addresses, or at Notice@SFR1.com. Notwithstanding the foregoing, Summit may require hardcopies of certain Client Communications and/or that the instructions in emailed Client Communications be confirmed orally with Client, Client's Designated Agents or Client's Household Contacts.

15.2 Client agrees to accept all documents delivered by or on behalf of Summit to Client, including but not limited to the following, if and as applicable: regulatory notices and disclosures, custodial and other forms, amendments to this Agreement, performance and other reports, *etc.* (collectively "Summit Communications"), to Client's home address, Account address or e-mail address for the Client, Client's Designated Agents or Client's Household Contacts (collectively, the "Client Address"), in Summit's sole discretion. Client agrees that Summit may send Summit Communications to any such Client Address provided by Client unless and until Client provides written notice to Summit to the contrary. For the avoidance of doubt, any document required hereunder or under applicable law or regulation to be delivered by Summit to Client shall be deemed to have been delivered if such document is provided in accordance with this Section 15.

15.3 Summit shall be deemed to have delivered a Client Communication when such communication is either electronically or physically delivered to a Client Address (including delivery of an e-mail to an email address provided by Client, Client's Designated Agents or Client's Household Contacts advising Client that a document is available on a designated website, so long as such e-mail contains a link to the document).

15.4 It is Client's obligation to inform Summit of any changes to Client's Client Address. Until so informed, Summit shall rely on and deliver Client Communications to any Client Address provided by Client, Client's Designated Agents or Client's Household Contacts.

15.5 Client represents and warrants that Client, Client's Designated Agents and Client's Household Contacts each have the ability to receive and open e-mail and corresponding electronic documents (even if password protected, encrypted or otherwise subject to security). If, at any time, Client, Client's Designated Agents or Client's Household Contacts' electronic delivery situation changes, or if specific documents are not accessible, Client agrees to immediately notify Summit in writing so that the specific issue can be addressed and resolved.

15.6 By executing this Agreement, Client releases and holds Summit harmless from, and agrees to defend and indemnify Summit against, any and all claims and/or damages of whatever kind resulting from Summit's transmission and/or delivery of Client Communications to any Client Address, provided Summit has correctly addressed the transmission to Client, Client's Designated Agents or Client's Household Contacts and otherwise abided by its privacy notice, a copy of which is provided to Client with this Agreement.

15.7 If Client wishes to limit the methods of delivery as detailed in this Section 15, Client shall notify Summit in writing in any manner that satisfies Section 15.1. There is no cost to Client for cancelling electronic delivery.

15.8 Nothing in this Section 15 requires any particular communication to be made in writing and both Summit and Client may rely on oral communication unless otherwise required by applicable laws and regulations, if any.

16. Assignment

This Agreement may not be assigned by Summit without the prior consent of Client, which consent shall be deemed to have been given by Client if Client fails to deliver to Summit a written objection to a potential assignment within thirty (30) days of notification thereof. This Agreement may not be assigned in whole or in part by Client without first obtaining the express written consent of Summit. Any purported assignment not complying with the terms of this paragraph shall be null and void. In the event of a proper assignment, this Agreement shall inure to the benefit of and be binding upon each of the parties and their respective successors, assigns, heirs, executors, administrators, trustees, and legal representatives.

17. Funding and Accommodation Accounts

17.1 If Client enters into this IMA and identifies Summit as the investment adviser to a Custodian with respect to certain investments but has not yet finalized an allocation for the investments, the investments shall be placed into a Funding Account, which shall be reflected on Funding Account Schedules incorporated into this Agreement. Summit shall not charge fees on such investments and neither Summit nor the Wealth Manager will recommend specific trades (other than liquidations) or exercise any discretion with respect to the investments in Funding Accounts.

17.2 From time to time, some clients who select one more advisory programs also (i) own other securities positions for which the Wealth Manager provides certain administrative services but not investment management services; and/or (ii) maintain cash or cash equivalents in accounts for purpose of paying certain expenses, often from the accumulated dividends from advised Assets. These securities and/or cash/cash equivalents shall be held in accounts designated as Accommodation Accounts and will be reflected on Accommodation Account Schedules incorporated into this Agreement. Neither Summit nor the Wealth Manager will provide investment management services with respect to positions in Accommodation Accounts.

18. Miscellaneous

18.1 Entire Agreement. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to all such matters (except that the terms of any existing tri-party agreements among Summit, Client and any third party manager or investment platform shall not be effected by this agreement, if applicable). It is not valid until it is signed by an appropriate signatory on behalf of Summit. Client may add or replace investment advisory programs by adopting new Advisory Program Schedules that incorporate the terms of this Agreement, which schedules shall become effective upon acceptance by Summit. The Agreement shall remain in effect during the time in which Assets move to different Accounts.

18.2 Amendments and Waivers. Summit may amend any provision of this Agreement (i) upon written notification to Client, which amendment shall become effective thirty (30) days from the date notice is provided in accordance with Section 15, unless Client notifies Summit to the contrary, in writing; and/or (ii) with affirmative Client consent, which will typically be obtained when adding or changing Advisory Program Schedules. A party's failure to insist at any time upon strict compliance with this Agreement or with any of the terms of this Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by such party of any of its rights or privileges.

18.3 Binding. This Agreement and the rights and obligations created hereunder it shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy, or claim under or by virtue of this Agreement. Notwithstanding the foregoing, to the extent inconsistent, Custodians may rely on Client's delegation of authority to Summit with respect to the matters addressed in this Agreement.

18.4 Force Majeure Client agrees that Summit shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, terrorist attacks, any other conditions which are commonly known as "Acts of God" (such has hurricanes, tornados *etc.*), or any other event or circumstance beyond Summit's reasonable control.

18.5 Illiquid Securities. If any illiquid or unmarketable securities are transferred into an Account of Client and Summit wishes to liquidate such securities but such securities cannot be promptly liquidated, the securities must be transferred out of the Account or disposed of by Client within thirty (30) days after notice is sent to Client.

18.6 Headings. The headings contained in this Agreement are for reference purposes only and shall not be considered in interpreting the meaning of the terms of this Agreement or application of law to this Agreement.

18.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed counterparts of this Agreement may be delivered by facsimile or by scanned and e-mailed image or PDF document.

18.8 Choice of Law and Severability. This Agreement and its enforcement shall be governed by the laws of the State of New Jersey without giving effect to the principles of conflict of laws. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. If any provision of this Agreement shall be prohibited by or invalid under such law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or other provisions of this Agreement.

18.9 Survivability. The provisions on Sections 3.2, 3.3, 4.5, 7, 10, 11, 12, 14.3, 14.4, 15, 18, 19, 20 and 22 shall survive the termination of this Agreement.

19. ERISA Disclosures. Summit will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement as to services, status and compensation required to be disclosed by Summit under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D), and (G) as soon as practicable, but no later than sixty (60) days from the date on which Summit is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Summit's control, in which case the information will be disclosed as soon as practicable).

19.1 In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi), upon the written request of the responsible plan fiduciary or plan administrator, Summit will disclose all information related to the compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder ("*Reporting and Disclosure Information*"). Such disclosure shall be made reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator states that it must comply with the reporting and disclosure requirement ("*Compliance Date*") (unless such disclosure is precluded due to extraordinary circumstances beyond Summit's control, in which case the Reporting and Disclosure Information will be disclosed as soon as practicable); provided that, the responsible fiduciary or plan administrator provides the written request to Adviser reasonably in advance of the Compliance Date and Client understands that a failure to do so may preclude Summit from timely responding to the request and as such will be treated as extraordinary circumstances beyond the Adviser's control.

19.2 If Summit makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv), a change to the information as described in section 19 above, or the information described in section 19.1 above, Summit will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Summit learns of such error or omission.

19.3 As applicable, this Agreement constitutes both an agreement between the parties and a disclosure statement under ERISA Regulation Section 2550.408b-2(c).

20. Arbitration

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- a. All parties to this Agreement are giving up the right to sue each other in court including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- c. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.**
- d. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least twenty (20) days prior to the first scheduled hearing date.**
- e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought to court.**
- g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

Arbitration Agreement

Subject to the conditions and exceptions noted above and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Summit's services under this Agreement, Summit and Client agree to submit the dispute to arbitration under the auspices of, and in accordance with the rules of, the American Arbitration Association ("AAA").

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement to the extent stated herein.

Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitratable under federal law. This Section 20 does not constitute a waiver of any right provided under the federal securities laws.

21. **Client Acknowledgments.** By signing this Agreement, Client acknowledges that:

21.1 Client understands that this Agreement will govern the relationship between Summit and Client with respect to Assets in the Advisory Program Schedules, which schedules may be added to or removed from this Agreement at various times. Client further understands that no investment management services will be provided regarding assets in Accommodation Accounts and that no ongoing investment management services will be provided regarding assets in Funding Accounts.

21.2 Client understands Summit's investment approach and strategy, the related risk factors and the associated fees and charges.

21.3 Client understands and acknowledges the importance of reviewing the information provided in confirmations, Account statements, and performance reports and agrees to immediately inform Summit of any errors.

21.4 Client acknowledges receipt of a copy of (i) Summit's applicable Brochure(s), and (ii) the Brochure Supplement (Form ADV Part 2B) for the Wealth Manager(s) who will manage the Assets and (iii) this Agreement, which contains disclosures required by ERISA Regulation Section 2550.408b-2(c), if and as applicable, including the disclosure as to Summit's status as a fiduciary and a registered investment adviser under the Advisers Act, reasonably in advance of entering into this Agreement.

21.5 Client acknowledges that Summit may, but is not required to, reject or delay following instructions from Client if, in Summit's reasonable judgment, (i) such instructions are not consistent with the terms of this Agreement, Summit's Brochure, or the nature of the investment advisory services to be provided; (ii) such instructions, if implemented, would violate any applicable law, rule, or regulation; or (iii) Summit believes Client's autonomy has been compromised due to undue influence or exploitation or Client is incapable of acting in Client's best interests. Client agrees to defend, indemnify and hold harmless Summit from and against any and all losses, claims, damages, liabilities, actions, costs, expenses (including, without limitation, reasonable attorneys' and accountants' fees and disbursements and any amounts paid in settlement or compromise, provided the other party has given prior written approval of such settlement or compromise) (collectively, "Losses") to which Summit becomes subject as a result of rejecting or delaying following instructions from Client in accordance with the terms of the prior sentence so long as Summit acts reasonably.

21.6 Client acknowledges that Summit is providing advisory services only with respect to the Assets. If Client holds other assets, Summit is not responsible for managing or advising such other assets or diversifying with respect to those assets, unless it is expressly noted on the Advisory Services Schedules and accepted by Summit.

21.7 If Client is a natural person, Client's disability or incompetence will not change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving Summit proper notice. Client recognizes that upon the death, disability

or incompetency of Client, the Custodian may not permit any further Account transactions until such time as any documentation required is provided to the Custodian.

IN WITNESS WHEREOF, the parties hereto have executed this Investment Management Agreement as of the day and year first above written.

Client Name (Print)

Client Name (Print)

Client Signature

Client Signature

Date

Date

Title, if applicable

Title, if applicable

Wealth Manager Name (Print)

Wealth Manager Name (Print)

Wealth Manager Signature

Wealth Manager Signature

Date

Date

**Accepted by Summit Financial, LLC
4 Campus Drive
Parsippany, NJ 07054**

Authorized Signatory Name (Print)

Signature

Date

Title

For Summit Use Only:

IMA Identifier: _____
11.1.18