

Bright Futures Wealth Management, LLC

INVESTMENT ADVISORY CONTRACT

Orion Accounts

Client Name: _____

Client #2 Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Account Number: _____

Account Registration: _____

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Bright Futures Wealth Management, LLC ("BFWM") on the following terms and conditions.

I. Appointment of BFWM

Client hereby appoints BFWM as investment adviser for the Account. BFWM shall supervise and direct the investments of and for the Account; subject to the objectives set forth in Client's written Statement of Investment Objectives (SIO) attached as Exhibit I. Detailed SIO's may be indicated as attached in this area. Client agrees to promptly notify BFWM in writing of any changes to the information contained in the SIO or other information pertinent to the Account. The Client also agrees to provide BFWM with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by BFWM.

By execution of this Agreement, BFWM hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in this contract's signature page below, to provide the services indicated below:

Check only one

_____ Supervise and direct the investments of the Account in accordance with the investment objectives of the Client, and appraise and review investments of the Account

Initial ____/____

_____ Recommend and select third-party investment advisers ("TPMM") in accordance with the investment objectives of Client, and monitor the investments of the Account managed by other third-party investment advisers. TPMM paperwork may be required indicating any additional fees and custodians.

Initial ____/____

It is understood and agreed that BFWM, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person acting on behalf of the Client.

III. Procedure.

The custodian or other authorized third party (the "Custodian") at the time this Agreement is chosen by the Advisor for discretionary accounts. All funds/securities will be delivered between Client and the Custodian, except physical securities which are handled per BFWM's Policies and Procedures Manual. Instructions of BFWM to Client or the Custodian with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Custodian changes, then Client will provide BFWM with prompt, written notice of the change. Client hereby authorizes BFWM to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

IV. Service to Other Clients.

It is understood that BFWM performs investment advisory services for various clients and that the services provided by BFWM are offered/rendered on a non-exclusive basis. Client agrees that BFWM may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is BFWM's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon BFWM any obligation to acquire for the Account a position in any security which BFWM, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of BFWM it is not for any reason practical or desirable to acquire a position in such security for the Account.

V. Client Accounts.

Client has opened or will open an account with a custodian for the execution of securities transactions and custodial services. The custodian is selected by the Advisor in discretionary accounts.

VI. Inside Information.

BFWM shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities, and shall not purchase or sell, or recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Liability.

BFWM shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. Proxies.

BFWM will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. Fees.

The compensation of BFWM for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by written amendment or the execution of a new contract, in each case with signatures from both parties evidencing acceptance of the new fees.

X. Valuation.

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to BFWM by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be

determined in good faith by BFWM and Client to reflect its fair market value.

XI. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to BFWM such evidence of such authority as BFWM may reasonably require, whether by way of a certified corporate resolution or otherwise; BFWM is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

Corporate resolution attached

Yes___ N/A___

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that BFWM has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain BFWM. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to BFWM the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects BFWM's rights or obligations, then the amendment will be binding on BFWM only when agreed to by BFWM in writing. If the Account contains only a part of the assets of the plan, then Client understands that BFWM will have no responsibility for the diversification of all of the plan's investments and that BFWM will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee

Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by BFWM, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers BFWM and affiliated persons of BFWM.

ERISA Account Yes ___ N/A ___

XII. Representations by BFWM.

By execution of this Agreement, BFWM represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party thirty (30) days' written notice. Any fees unearned will be credited to the account based on a 365 day year.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to BFWM at the address set forth on page 6 of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - SIO

Exhibit II - Schedule of Fees

XVII. Authority. (Check only one)

(Discretionary Investment Management)

____ Except as otherwise set forth in this Agreement, Client authorizes BFWM to investigate, purchase, and sell on behalf of Client, various securities and investments. BFWM is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

Initial ____/____

(Non-Discretionary Investment Management)

____ Because Client is not granting BFWM discretionary authority to place trade orders, BFWM will secure Client's permission prior to effecting securities transactions for the Account.

Initial ____/____

XVIII. Receipt.

Client acknowledges receipt of Form ADV Parts 2A, 2B and 3; and BFWM's Privacy Policy Statement. Detailed SIO may be indicated as attached in this area.

Initial ____/____

XIX. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from BFWM. These items may include but are not limited to: all statements or reports produced by BFWM; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that BFWM chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify BFWM of any changes to Client's e-mail address shown below or other electronic delivery address.

XX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto and each of their respective successors and permitted assigns.

XXI. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in BFWM's Privacy Policy Statement. By signing this contract, the client consents to a transitioning advisor retaining hard or electronic copies of this contract or other account opening documents.

XXII. Death or Disability.

Upon death, incapacity, disability, or incompetence of the Client, if a natural person, the Account will no longer be discretionary nor billed. BFWM will await instruction from the Client's legal representative regarding subsequent Account activities.

XXIII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, BFWM in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIV. Market Conditions.

Client acknowledges that BFWM's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** BFWM does not guarantee or warrant that services offered will result in profit.

XXV. Disputes Resolution

Any controversy or claim between the parties during the term of this contract or otherwise shall be settled by arbitration in accordance with the then current rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction.

XXVI. No Reimbursements

The Client hereby understands neither BFWM nor account custodian will reimburse costs associated with closing an account to fund this account. Further, the Client has no expectation of any free trading window from the account custodian for trades that normally have ticket charges.

X	X
Client Signature Date	Client #2 Signature Date

Street Address:					
City:		State:		Zip:	
Phone:		E-Mail:			

Version date 5/3/23 Orion

Exhibit I

Statement of Investment Objectives (SIO)

Creation Date: _____

PERSONAL INFORMATION

Owner/Client _____ Birthdate: _____
(First, Middle Initial, Last)

Co-Owner/Client #2 _____ Birthdate: _____
(First, Middle Initial, Last)

INCOME & NET WORTH

- Your gross annual income: (\$) _____
- Your gross household income: (\$) _____
- Your liquid net worth: (Excluding primary residence) (\$) _____
- The net value of your residence(s): (\$) _____
- The value of any other significant illiquid asset(s): (\$) _____
- Your current annual income needs from investments: (\$) _____
- Your retirement date was or will be: _____
- Your desired annual income in retirement: (\$) _____
- What is the source of funds for this account? _____

RISK TOLERANCE & INVESTMENT OBJECTIVES (Risk Score Response Value)

1. When will Client begin account withdrawals: _____ 0-4 Yrs. (2) _____ 5-8 Yrs. (6) _____ >8 Yrs. (10)
2. How long should money last when withdrawing: _____ 0-4 Yrs. (2) _____ 5-8 Yrs. (6) _____ >8 Yrs. (10)
3. Every investment has an opportunity for both loss and gain. The chart below represents a one-year hypothetical risk and reward scenario for five portfolios with incremental levels of potential losses and gains for a hypothetical initial investment of \$100,000. Select the option with which you are most comfortable.

Note: these numbers are not representative of your potential target portfolios. Select one:

Potential losses and gains			
Portfolio #1	\$(5,000)		\$15,000
Portfolio #2	\$(10,000)		\$25,000
Portfolio #3	\$(15,000)		\$30,000
Portfolio #4	\$(25,000)		\$35,000
Portfolio #5	\$(35,000)		\$45,000

Portfolio #1 ____ (4) Portfolio #2 ____ (8) Portfolio #3 ____ (12) Portfolio #4 ____ (16) Portfolio #5 ____ (20)

4. Which of the following statements best describes your investment objectives?
- ____ My highest priority is to preserve the value of my investments and I am willing to accept minimal return in order to do so (2)
- ____ I seek investments that have historically demonstrated a low degree of risk of loss of principal value and may generate income. (4)
- ____ I seek to grow the principal value of my investments over time. In pursuit of these goals, I am willing to invest in securities that have historically demonstrated a moderate degree of risk of loss of principal value (6)
- ____ I seek to accelerate the growth of the principal value of my investments over time. In pursuit of these goals, I am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value (8)
- ____ I seek a significant appreciation of the principal value of my investments. In pursuit of these goals, I am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal (10)
5. Hypothetically, how would you respond to a substantial decline (>20%) in the value of your investments?
- ____ I would sell my investments immediately. (2)
- ____ Although these declines in investment value make me uncomfortable, I would wait one to two quarters before considering adjustments to my portfolio (4)
- ____ I can endure these declines in the value of my investments and would wait at least one year before considering adjustments to my portfolio (6)
- ____ Even if my investments were to experience such declines, I would continue to follow my long-term investment strategy and not adjust my portfolio (8)
- ____ I would increase the amount invested in my portfolio after these declines in investment value in anticipation of an increase in value (10)
6. Which of the following scenarios would make you more uncomfortable?
- ____ Buying an investment and watching it decline in value (2)
- ____ Selling an investment and watching it increase in value (10)
7. During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?
- ____ Sold all equity holdings (2)
- ____ Moderately decreased equity holdings (4)
- ____ Made no changes (6)
- ____ Moderately increased equity holdings (8)
- ____ Significantly increased equity holdings (10)
- ____ Not applicable

8. In general, how did you feel about the decline in stock market values from 2007 through 2009?

- ☐ High level of anxiety (2)
☐ Moderate level of anxiety (4)
☐ Acceptance that short-term losses are part of investing and the risk that I took was reasonable given the potential for long-term gains in my investments (6)
☐ Indifference (8)
☐ Provided an opportunity to invest in assets that had declined in value (10)

9. How would you describe your level of knowledge with regard to finance and investing?

- ☐ Limited. I have not had the opportunity to learn or it is not a particular interest of mine. (2)
☐ Low. I have basic knowledge of finance, such as understanding what stocks, bonds and mutual funds are. (4)
☐ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy. (6)
☐ High. In addition to understanding most financial products and terminology, I understand the factors that affect the price of stocks and bonds. (8)
☐ Advanced. I have an in-depth knowledge of most financial products, including stocks, bonds and options. I understand overall market risk as well as company-specific risk. (10)

Score: _____

<u>Score</u>	<u>Suggested % in Equities</u>
20-40	10%
41-55	30%
56-70	60%
71-85	90%
86-100	100%

Is there any other information you would like to share that is relevant to this SIO?

CPA:

Attorney:

Insurance:

Federal Tax Bracket

☐ 0 - 12% ☐ 22 - 24% ☐ 32-35% ☐ 37%

For how many years, if any, have you owned each of the following types of investments?

☐ Mutual funds ☐ Options ☐ REITs
☐ Stocks ☐ Variable annuities ☐ ETFs
☐ Bonds ☐ Limited partnerships/Private Placements
☐ Fixed Annuities ☐ Other: _____

Apply this Exhibit I SIO to the following BFWM Accounts:

Exhibit II - Fee Schedule

The following are the fees charged by Bright Futures Wealth Management, LLC for services provided:

BFWM will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client. There is no account minimum.

Portfolio Management Services Fees if Not WRAP FEE

Total Assets Under Management	Maximum Annual Fees	Client Fees To Be Charged
\$0 - \$10,000	2.50%	%
\$10,001 - \$250,000	2.50%	%
\$250,001 - \$500,000	2.25%	%
\$500,001 - \$1,000,000	1.75%	%
\$1,000,001 - \$2,500,000	1.50%	%
\$2,500,001 - \$5,000,000	1.25%	%
\$5,000,001 - \$100,000,000	1.00%	%

The advisory fee is calculated using the value of the assets on the last business day of the prior billing period.

Initial by the method you (Client) will pay trading costs*: _____ Per Trade _____ Asset based pricing

***A listing of specific trading costs is available upon request. Trading costs are subject to change.**

The decision to pay trading costs per trade or have unlimited trading for a fixed percentage fee, should be determined between you and your Advisor. This determination should include, but not limited to, factors such as expected trading activity, account size and per trade costs.

Portfolio Management Services Fees if WRAP FEE

Total Assets Under Management	Maximum Annual Fees	Client Fees To Be Charged
\$0 - \$10,000	2.75%	%
\$10,001 - \$250,000	2.75%	%
\$250,001 - \$500,000	2.50%	%
\$500,001 - \$1,000,000	2.00%	%
\$1,000,001 - \$2,500,000	1.75%	%
\$2,500,001 - \$5,000,000	1.50%	%
\$5,000,001 - \$100,000,000	1.25%	%

The advisory fee is calculated using the value of the assets on the last business day of the prior billing period.

Client acknowledges they have been provided a WRAP fee Brochure

Initial _____/_____

Asset-based portfolio management fees are withdrawn directly from the client's accounts on a monthly basis with client's prior written authorization. Fees are paid in arrears.

Client agrees to and authorizes BFWM/Orion to withdraw fees directly from the Account.

Initial _____/_____