

INVESTMENT ADVISORY AGREEMENT FOR FINANCIAL PLANNING

This Agreement is made by and between

_____ (hereafter "Client") and **Stonehearth Capital Management** (hereafter "Adviser").

I. Services to be performed:

The Adviser agrees to consult with the Client for the purpose of acquiring information concerning the Client's assets, liabilities, present and future foreseeable obligations, present and future income, Client's desired financial goals, and Client's tolerance for risk as well as other data related to the foregoing. The Client agrees to provide such information and data to the Adviser. In addition, the Client hereby certifies that to the best of his/her knowledge such information is true, accurate and complete. All such information provided to the Adviser by the Client shall be treated by the Adviser as confidential, unless disclosure is required by law.

In reliance upon the accuracy and completeness thereof, the Adviser, as indicated by the placement of the **Clients' initials next to service** description, agrees to furnish the client with one or more of the services listed below.

1. Budgeting and Cash Flow Analysis: _____
2. Income Tax Planning: _____
3. Education Planning: _____
4. Retirement Planning: _____
5. Estate Planning: _____
6. Investment Analysis and Planning: _____
7. Fringe Benefit Analysis: _____

II. Fee Structure:

- A. If the Client engages the Adviser for any of the services described in item numbers 1-7, the Client shall be billed at \$295/ hour, or the fee for a comprehensive financial plan is \$2,995 (fee waived if Client hires Adviser for investment management services within the next 3 months). Such fee shall be paid by the Client to the Adviser as services are rendered.
- B. The Adviser shall under no circumstances have custody of Client funds or securities. The Adviser shall not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the funds invested by the Client

III. *Disclosures:*

- a. The associated person(s) of the Adviser is/are (a) investment advisory representatives of Stonehearth Capital Management a SEC-registered investment adviser. The custodian of choice for the Adviser is Charles Schwab & Co., Inc. ("Schwab"), a FINRA registered broker- dealer, member SIPC. If clients choose to utilize the asset management services offered by Adviser, the Adviser will provide an asset management agreement that will detail the relationship between the client, Adviser and Custodian.
- b. The Client is free to execute securities transactions through a broker/dealer of her/his or her own choosing. However, if the client elects to implement the investment advice using the services of the Adviser, then the broker/dealer used must be Schwab. By her/his or her signature set to this Agreement, the Client hereby consents to the Adviser executing all securities transactions through Schwab.
- c. The Adviser does not vote proxies for any of the assets in the Client account(s).
- d. The Adviser does exercise discretion over the Client account(s).
- e. It is expressly understood and agreed that the Adviser is not qualified to, and will not, give Client any legal advice, nor will the Adviser prepare any legal documents for the Client.
- f. Advice provided to the undersigned Client(s) may differ from advice provided to other clients.

IV. *Disputes*

This agreement contains a provision that requires that all claims arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:

- 1. Arbitration is final and binding on the parties.**
- 2. The parties are waiving their right to seek remedies in court, including the right to jury trial.**
- 3. Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.**
- 4. The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.**

5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Unless unenforceable due to applicable federal or state law, any controversy arising out of or related to any transaction with Adviser or its officers, directors, agents, or employees, or to this agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. This agreement to arbitrate does not apply to future disputes arising under certain of the federal securities laws including the Investment Advisers Act of 1940, as amended, to the extent that it has been determined, as a matter of law, that claims under such federal laws are not subject to compulsory arbitration. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Any arbitration between the parties hereto shall be governed by the laws of the state of Massachusetts.

V. Modification:

This Agreement may not be modified except in writing signed by all parties.

VI. Assignment:

This Agreement shall bind the heirs, successors and assigns of the parties. This Agreement may not, however, be assigned or transferred without the prior written consent of all parties.

VII. Joint and Several Obligations:

In the event that more than one (1) person executes this Agreement as Client, each person signing as Client agrees to be jointly and severally bound by each obligation assumed by the Client hereunder.

VIII. Brochure Delivery:

The Client hereby acknowledges, by her/his or her signature set to this agreement, that the Client has received a written Disclosure Statement in the form of the Adviser's Form ADV Part 2A, attached hereto and made a part of this Agreement, in accordance with Rule 204-3 of the Investment Advisers Act of 1940 and such receipt was 48 hours prior to the execution of this agreement. The Client acknowledges that if receipt of the Form ADV Part 2A was within the 48 hours preceding the execution of the agreement that Client has 5 (five) days to cancel this agreement from the date of execution. The Client further acknowledges that s/he or she has fully read and understood the contents of the Form ADV Part 2A prior to entering into this agreement for the services of the Adviser.

Further, client acknowledges receipt of Adviser's Privacy Policy & Form ADV Part 2B (brochure supplement).

Client hereby consents to receive any communications that are available for delivery by Adviser in electronic format. Client can rescind authorization at any time by written notice to Adviser. Client understands that, depending upon the documents to be delivered electronically, Adviser will either (i) issue Client an e-mail or CD-ROM with documents attached in Portable Document Format (PDF); or (ii) notify Client by e-mail that documentation is available for online viewing by accessing a link or Internet address (URL) in the e-mail. In order to receive or access documents delivered to Client electronically, Client understand that Client must have a valid e-mail address on record with Adviser, as well as Internet access via a browser that is JavaScript-enabled, and that Client Internet service provider may apply a charge. Client understand that documents are currently provided in

PDF, that in order to access PDF documents Client must have Adobe® Acrobat Reader® software, and that this software is available for download at no cost at www.adobe.com. Client understands that Client may revoke this consent at any time, in which case Adviser will send all communications to Client via U.S. Mail.

IX. Termination:

The client may terminate this agreement within five (5) business days after execution of this agreement without penalty.

The Adviser or the Client may terminate this Agreement at any time on thirty (30) days prior notice by the other party. Notice shall be in writing and delivered to the appropriate party's last known address. Upon the death of either party this Agreement shall automatically terminate. Such fees as have been earned by the Adviser shall be paid within fifteen (15) days of the termination of this Agreement. Unearned prepaid fees shall be refunded to the Client upon termination for any reason.

X. Duration:

The terms of this agreement are in effect through the delivery of final documentation to the client, otherwise, this Agreement shall remain in full force and effect for a period of one (1) year from the date first set forth below, unless terminated prior to that date pursuant to Article IX above, whichever occurs first.

In Witness Whereof, the parties have hereunto set their hands pursuant to due authority as of the date first set forth below.

Sign Here _____
Client Signature

Print Here _____
Client Name

Date Here _____
Date

Sign Here _____
Client Signature

Print Here _____
Client Name

Date Here _____
Date

STONEHEARTH CAPITAL MANAGEMENT



Adviser: Jamie A. Upson, CFP®, CMFC, AAMS

Title: President

Jamie@stonehearthcapital.com

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