



Elevate School

Special Board Meeting

Date and Time

Wednesday August 28, 2024 at 11:00 AM PDT

Elevate Middle School Campus, Fireside Room
8404 Phyllis Place
San Diego, CA 92123

Teleconference Locations: [Zoom Link](#)

11922 Bernardo Plaza Drive
San Diego, CA 92128

15074 Almond Orchard Lane
San Diego, CA 92131

1030 Maxie Place
Escondido, CA 92027

The public comment portion of the meeting is set aside for members of the audience to make comments or raise issues that are not specifically on the agenda or those items that are on the agenda. These presentations are limited to three (3) minutes per person and the total time allotted to non-agenda items will not exceed fifteen (15) minutes. Individuals wishing to speak please complete a Public Comment Request Form by 10:00am on the day of the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			11:00 AM
A. Record Attendance and Guests		Cheryl Gorman	1 m
B. Call the Meeting to Order		Cheryl Gorman	1 m
C. Approve Agenda	Vote	Cheryl Gorman	1 m
D. Core Values and Board Meeting Protocol		Cheryl Gorman	2 m
E. Non-Agenda Public Comment		Cheryl Gorman	5 m
II. Agenda Items			11:10 AM
A. Approve Client Engagement Agreement with E&E Financial Services	Vote	Ryan Elliott	15 m
		** For reserve management and treasury investing services.	
III. Closing Items			11:25 AM
A. Adjourn Meeting	Vote		

Coversheet

Approve Client Engagement Agreement with E&E Financial Services

Section: II. Agenda Items
Item: A. Approve Client Engagement Agreement with E&E Financial Services
Purpose: Vote
Submitted by:
Related Material: Elevate EA.pdf



Client Engagement Agreement

This Client Engagement Agreement ("Agreement") is made and entered into on _____ ("Effective Date") by and between _____ ("Investment Advisor Representative" or "IAR") and _____ ("Client(s)"). Advisory services offered through Axxcess Wealth Management, LLC (the "Advisor" or "RIA"), a registered investment advisor ("RIA") with the U.S. Securities and Exchange Commission ("SEC"). The Client(s), the IAR, and RIA may be referred to in this Agreement individually as a "Party" and together as the "Parties."

1. Services to be Provided

The purpose of this Agreement is to confirm the Parties' understanding of the engagement of RIA, to act as Adviser to the Client on a non-exclusive basis to advise and assist the Client by providing the following Services via the Client's brokerage account(s) established at the Client's designated custodian(s) as identified through the account opening paperwork (the "Account[s]"):

- **Core Services:** provide Clients with financial planning and/or investment management solutions based on the Client's needs and objectives. Client accounts are monitored on a continuous basis. RIA will review the Client's current financial position taking into account the stated financial goals and objectives of the client. Thereafter, a written plan may be customized to cover the following areas as determined by the Client:

- **Advisory Services:** provides advisory services to client projects which may be related to wealth management and investment strategy. Advisory services may be offered in conjunction with other services offered by RIA. Advisory Services as indicated:

- Outsourced Family Office Services**
- Investment Diligence**
- Advisory Consulting**

(See attached)

- **Financial Planning Services:** For the purposes of this Agreement, there are three classes of services. Client shall select the class of service by additionally completing the *Addendum for Financial Planning Arrangements*. The nature and scope of each are:

- Comprehensive Planning**
- Limited Scope Planning**
 - **Retirement/College Planning/Estate/ Succession/Business**
- Hourly Financial Planning Consultation**

- **Corporate Services:** provides services for companies and organizations. Services include:
 - Company-sponsored Retirement Plan Advisory Services;
 - Plan Installation Consultation; includes Statement of Investment Policy and initial plan investment selection; and
 - Plan Consultation: includes participant enrollment meetings, ongoing 404(c) compliance consultation, Investment Due Diligence, and Third-Party Investment Reporting.

Corporate Services Consulting:

RIA provides these Services on either a discretionary or a non-discretionary basis. The Client hereby engages RIA to provide the Services selected above with:

Limited Discretionary Authority. RIA is hereby given limited discretion for the purpose of rebalancing/reallocating assets back as needed within target account portfolio ranges. RIA does not have the authority to direct, invest and reinvest Client assets without the Client's express consent. Investments in the Client's account(s) will be managed in accordance with the overall investment objective and styles described in the Client's Profile. RIA will use its reasonable efforts to comply with any investment restrictions and guidelines listed on the Client's Profile or otherwise provided to RIA in writing, in accordance with normal industry practice. In the event any securities are purchased outside the restrictions/guidelines, RIA will take reasonable steps to bring the Client's account back within the restrictions/guidelines.

Discretionary Authority of the Adviser. RIA is hereby given full discretion and authority to supervise, direct, invest and reinvest in all assets and investments of the Client's account(s) in accordance with the investment management styles described in the Client's Profile. RIA will use its reasonable efforts to comply with any investment restrictions and guidelines listed on the Client's Profile or otherwise provided to RIA in writing, in accordance with normal industry practice. In the event any securities are purchased outside the restrictions/guidelines, RIA will take reasonable steps to bring the Client's account back within the restrictions/guidelines.

Upon engaging RIA Client will complete a Client Profile. The Client Profile sets forth the Client's investment objectives, risk tolerance, investment guidelines, time horizons, and other important and necessary information relating to the Client's assets to be managed by RIA under this Agreement. The Client should carefully review and approve the information provided to RIA in the Client Profile prior to commencement of the Investment Management Services described herein. The Client understands that RIA relies upon the information contained within the Client Profile to customize its money management services to the Client. Consequently, if anything in the Client Profile becomes inaccurate or changes due to various circumstances, the Client understands it is his/her/its responsibility to notify RIA in writing as soon as possible. To that end, the Client agrees to indemnify RIA for any liability incurred by reason of either the Client failing to notify RIA of changes to and/or providing inaccurate information for the Client Profile.

The Client acknowledges that there may be loss or depreciation to the portfolio's value due to market fluctuations. The Client acknowledges that no party to this Agreement has made any guarantee, either orally or in writing, that Client's investment objectives will be achieved.

Axxcess Platform: RIA may recommend the services of a Third-Party Investment Managers ("TPM") to manage all or part of the Client's portfolio assets if RIA determines this is in the best interests of the Client. Typically, this involves the selection of certain wrap-fee programs or money managers, which may enter into a sub-advisory relationship with RIA ("Sleeve Strategy Managers"). The Client may authorize RIA to allocate such assets of the Client's account to TPMs, or Sleeve Strategy Managers, to hire and fire TPMs or Sleeve Strategy Managers, and reallocate the Client's assets to other TPMs as RIA recommends, consistent with the financial needs, long-term goals, and investment guidelines, restrictions, and objectives specified in the Client Profile.

2. Fees

• Core Services

The Client will pay the Advisor a quarterly investment management fee (the "Advisor Fee") based on the fair market value of portfolio assets under management in the Account[s] at the end of the preceding quarter and in accordance with the fee schedule set forth in **Appendix A**

The Advisor Fees are calculated based on the quarter-end security valuations as provided by the Client's designated Custodian (as noted in Item 3). Investment management fees will be deducted from the Client's Account[s] by the custodian as soon as is practical following the last business day of the proceeding calendar quarter. The Client will provide written authorization to the Advisor for the deduction of Advisor Fees on any forms from the Custodian[s]. The Advisor or its delegate shall instruct the Custodian[s] as to the amount of the fees to be deducted from the Client's Account[s]. Clients will receive independent statements from the Custodian[s] no less frequently than quarterly.

No additional fees are assessed for special reports, services, or meetings, except in extraordinary circumstances, in which case Client(s) will be notified. Investment advisory services begin with the effective date of this Agreement. For that calendar month, fees will be adjusted pro-rata based upon the number of calendar days

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in the calendar quarter that the Agreement was effective. For all accounts, an annual flat fee of \$50.00 per account will be assessed in addition to the core services fees outlined above.

For certain Non-Custodial Partnerships, the Advisor may not receive quarter-end investment valuations prior to its fee billing calculation. In such instances, the Advisor will use the most recent month-end or quarter-end valuation available from the applicable third-party valuator for the calculation of investment advisory fees.

Financial Planning Fees.

For Financial Planning Services, **HOURLY RATE** of \$_____ or alternatively, a **FIXED FEE** of \$_____ **one-time/recurring** on a(n) **monthly/quarterly/annual** basis. A retainer of \$_____ is due within 7 days. Balance is due within ____ days of delivery of the completed plan. Please complete the Addendum for Financial Planning Arrangements.

Corporate Services Fees:

For Corporate Services fees, **HOURLY RATE** of \$_____ or alternatively a **FIXED FEE** of \$_____, in addition to an **ANNUAL FEE** of _____% of the value of the plan assets. The corporate asset fee is billed quarterly in arrears at the end of each calendar quarter, based on the value of the plan assets at the end of the quarter. The client authorizes RIA to invoice the custodian directly or arrange for an alternate invoicing procedure. Plan fees cover the above services and are not investment management fees. No investment management is provided directly to participants of the company-sponsored plan without a separate engagement signed by the participant.

Performance Based Fees/Side by Side Billing: Under this payment option, Client agrees to pay a performance based advisory fee of the net increase in Account Value (adjusted for additional investments, redemptions, and other non-performance related changes. Please complete the Performance-Based Fee Addendum. Only Qualified Clients with more than \$2.1m of networth and have more than \$1m of Assets under Management will be considered for Performance Based Fee arrangements.

Note: Fees set forth herein do not include any other professional services which may be required by the Client to implement the recommendations made by RIA. In addition to the fees set forth above, for certain transactions Client will be assessed a transaction charge that will appear on each quarterly statement provided by RIA. RIA does not provide legal or tax advice.

Other Fees

In addition to RIA's fees set forth above, the Client is subject to certain other fees and charges that are imposed by third parties, including (i) Account custodian fees; (ii) Brokerage fees and/or expenses; (iii) Mutual Fund management fees, expenses, and sales charges. All mutual fund fees and charges will be disclosed in the prospectus for such funds and generally will be explained by an RIA representative at the time of recommending such investments. Please refer to the RIA Form ADV for more detailed information.

In instances where the Advisor trades away from the Custodian, the Account[s] will incur a trade-away fee from a Custodian for each transaction that is executed on a trade-away basis. This fee is separate from the commission/transaction fee or mark-up/mark-down imposed by the broker-dealer through which the trade was executed. The Client's Account[s] may incur higher transaction costs for securities traded away than those traded through the Custodian.

With respect to the Axxcess Platform, sub-advisor, or TPM asset management fees, when assets are allocated to a TPM, RIA may charge an advisory fee for its allocation, advisement, and recommendations based on the Client's assets under management. The Client acknowledges that the advisory fees assessed will vary dependent upon the TPM selected, the size of the account, and the services provided. The Client will be responsible for paying any TPM's investment management fees, which are separate and distinct from RIA's advisory or investment management fees. Under certain Sub-Advisory relationships, a portion of the Sleeve Strategy Manager fee is retained by RIA for various administrative, trading, and execution services provided to both the client and the Sleeve Strategy Manager. For information regarding the TPM's minimum account size, requirements, management services, and associated advisory and sub-advisory fees, please refer to the TPM's

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Form ADV Part 2A and other Axxcess Platform materials, which discuss the Axxcess Platform and any associated conflicts of interest.

Amendments – The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice. If such amendment is not acceptable to the Client, the Client may terminate this Agreement at any time pursuant to the provisions of this Agreement.

Multiple Accounts – Unless otherwise noted in **Appendix A** of this Agreement, should the Client have multiple Accounts at the Custodian[s], Account[s] held-away from the Custodian[s], and/or Non-Custodial Partnerships, the Advisor will bill each respective Account for its respective share of Advisor Fees.

3. General Provisions for Advisory Services

a. Additions and Withdrawals

If the Client has engaged RIA to perform core, Advisory, and/or Corporate Services under this Agreement, the Client may make cash additions to and/or withdrawals from the account at any time, subject to RIA's right to terminate this Agreement and provided that all additions and withdrawals are made after giving RIA timely notice. The Client acknowledges that cash will be made available for withdrawal only when transactions effected to raise cash are settled, which may take thirty (30) days or more, dependent upon the terms of each particular investment.

The Client further acknowledges that frequent and/or significant withdrawals may adversely affect the account's performance and may impair RIA's ability to manage the Client's assets in accordance with the Client's objectives and investment strategies for the portfolio.

b. Conflicts of Interest

As discussed above, RIA may recommend the services of one or more TPMs to manage all or a portion of the Client's assets. RIA may have established a referral relationship with certain TPMs, which may result in the receipt by RIA of a portion of the fees earned by such TPMs in connection with the investment made by the Client. Such arrangements will comply with the requirements set forth in Rule 206(4)-3 of the Investment Advisers Act of 1940 (the "Advisers Act"), including the requirement that the Client is furnished a disclosure statement at the time of the referral setting forth the nature of the relationship and the compensation received. RIA may also enter into a sub-advisory agreement with the TPM. These Managers have agreed to manage their strategies on the Axxcess Platform, which allows RIA to combine different sub-advised TPMS into a single brokerage account. These Managers are called Sleeve Managers on the Axxcess Platform. Sub-advisory Sleeve Managers are paid out of the total strategy fee. RIA retains a portion of the Sleeve Strategy fee. Nonetheless, such arrangements may present a potential conflict of interest between RIA and the Client, and the Client hereby acknowledges RIA's disclosure of such conflict. The Client further understands that RIA has taken steps to mitigate these conflicts of interest, which are disclosed in RIA's Form ADV Part 2A (the "Disclosure Brochure"), Form ADV Part 3 ("Form CRS" or "Client Relationship Summary"), and the applicable Form ADV Part 2B ("Brochure Supplement[s]") and acknowledges that the Client is under no obligation to use the recommended TPM.

It is foreseeable that, in the course of providing investment management services, RIA may recommend the purchase or sale of a particular security for multiple Client accounts. When deemed by RIA to be in the best interests of such Clients, RIA may aggregate the securities to be traded for each such account into one or more trade orders. These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate. In order to address these conflicts, RIA has adopted certain standards and procedures that it follows in allocating securities and block trades in order to provide an objective and equitable method of trade allocation so that all Clients are treated fairly; see also Section 3.d., below.

The Client acknowledges RIA's disclosure of the potential conflicts of interest and understands that no assurance can be given that these or other conflicts of interest will, in all cases, be resolved to the satisfaction of the Client, and RIA shall not be liable so long as it has acted in good faith.

c. Custody and Brokerage Transactions

Custody of account assets will be maintained with an independent qualified custodian (herein the "Custodian"). RIA will not be the custodian and will have no liability with respect to custodial arrangements or the acts,

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Version Updated: 07/2022

Client Initials _____

conduct, or omissions of or by the Custodian. The Client has appointed the Custodian[s] set forth below to take and have possession of the assets of the Account[s]. The Client authorizes RIA to give the Custodian[s] instructions for the purchase, sale, conversion, redemption, exchange, or retention of any security, cash, or cash equivalent for the account and will instruct the Custodian[s] to provide RIA with such periodic reports concerning the status of the account as RIA may reasonably request. The Client acknowledges that directing the brokerage activities solely to the Custodian[s] may result in the loss of best execution of orders at the most favorable prices reasonably obtainable. Please refer to the RIA's Form ADV Part 2A (the "Disclosure Brochure") for additional important disclosure information.

Any Account[s] held away from the Custodian[s] and/or certain non-custodial assets, or Account[s] are outlined in **Appendix B**.

Custodian[s]:

- Charles Schwab & Co., Inc./
- TD Ameritrade Institutional (TDAI)
- First Clearing Corp/Wells Fargo
- Morgan Stanley
- Goldman Sachs
- Other: _____

The Client hereby authorizes RIA to invoice the Custodian directly for its fees and authorizes the Custodian to debit the Client's account for its quarterly investment management and financial planning fees and related charges. The Client understands that the fees and charges may not include custodial fees or additional transaction costs, for which the Client has sole responsibility.

Additionally, as soon as possible after the end of each calendar quarter, the Client hereby directs the Custodian to send RIA and Client a custodial account statement identifying, among other things, the Client's holdings, all transactions that occurred during the quarter in the Client's account, any expenses (including those advisory fees paid to RIA) incurred during the preceding calendar quarter, and the value of the account as of the last business day of the preceding calendar quarter.

Trading Away from Custodian – It is the policy and practice of RIA to strive for the best price and execution that are competitive in relation to the value of the transaction ("best execution"). As it deems appropriate, the Advisor may trade away from the Client's appointed Custodian[s] for access to securities to achieve best execution for the Client. In selecting a broker, dealer, or other intermediary, RIA will consider such factors that, in good faith and judgment, it deems reasonable under the circumstances. In such instances, the Client will complete additional authorizations with the Custodian[s] for the discretionary authority to trade away from the Custodian[s]. The Custodian[s] may also charge an additional trade-away fee for these transactions in addition to the normal securities transaction costs.

Notwithstanding the above, should the Client direct RIA to use a particular broker or dealer, RIA may, at its discretion, agree to such direction (although it is not required to do so). The Client acknowledges that RIA may not be able to achieve best execution as that term is defined above if the Client directs RIA to use a particular broker or dealer. Please refer to the RIA's Form ADV Part 2A for additional important disclosure information.

d. Aggregation.

The Client consents and agrees that RIA may aggregate ("block trade") sale and purchase orders with other client accounts that have similar orders being made contemporaneously under the management of RIA if, in RIA's judgment, such aggregation is reasonably likely to result in an overall economic benefit to the account. Such benefits may include better transaction prices and lower trade execution costs. If all aggregate orders do not fill at the same price, RIA may cause the Client and each similar order to pay or receive the average prices at which the orders were filled. If such orders cannot be fully executed under prevailing market conditions, RIA may allocate the securities traded among clients and each similar order in a manner that it considers equitable, taking into account the size of the order placed, the Client's cash position, the investment objective of the account, size of the order, and liquidity of the security.

e. Proxy Voting

At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities. Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.

Client hereby authorizes RIA to vote any and all proxies for Client's account(s). Decisions about how to vote on a proxy will be made based on the best interests of an account. In general, RIA will vote in favor of routine proposals, such as those for the election of auditors, and against proposals that in any way restrict a shareholder's ability to realize the full potential value of their investment, such as anti-takeover measures and cumulative voting rights. Other proposals, such as officer and director stock plans, will be reviewed on a case-by-case basis. In the event that voting on a proposal may cause a conflict of interest, RIA will vote as described above unless doing so does not address the potential conflict. In this case, RIA will communicate the proxy information and intended vote to the client. RIA will vote these proxies as decided by the Client unless the Client does not respond within a reasonable period of time, in which case RIA will vote as communicated to the Client.

f. Employee Retirement Income Security Act ("ERISA")

(i) ERISA 3(21) Retirement Plans

Both parties acknowledge that if the account is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), the following provisions will apply: (i) RIA acknowledges that it is a "fiduciary" with respect to the Client as that term is defined under Section 3(21)(A) under ERISA; (ii) The person signing this Agreement on behalf of the Client acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the account, and agrees to notify RIA promptly of any change in the identity of the named fiduciary with respect to the account; (iii) The Plan agrees to obtain and maintain an ERISA bond (when not otherwise provided by the plan sponsor) satisfying the requirements of Section 412 of ERISA and include RIA and its members, agents and employees among those insured under that bond; (iv) The Client confirms that any instructions that have been given to RIA with regard to the account are consistent with the governing plan documents and investment policy statements which the plan has or will deliver to RIA; (v) Client confirms that reasonably in advance of the execution of this agreement RIA provided to Client and Client received all disclosures required by 29 C.F.R. § 2550.408b-2, including, but not limited to, services to be provided, status of the Adviser and compensation to be paid by the plan, which are contained in Agreement and/or RIA's Form ADV Part 1 and 2; and (vi) The Client confirms that the account is only part of the retirement plan's assets and as such, RIA is not responsible for all plan investments and Client's consequential compliance with those requirements under ERISA.

(i) Retirement Plans and Individual Retirement Accounts

When the Advisor and its advisory persons provide investment advice to the Client regarding retirement plan accounts or individual retirement accounts, the Advisor is a fiduciary within the meaning of Title I of ERISA and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way the Advisor makes money creates some conflicts with the Client's interests, so the Advisor operates under a special rule that requires the Advisor to act in the Client's best interest and not put the Advisor's interest ahead of the Client's. Under this special rule's provisions, the Advisor must (i) meet a professional standard of care when making investment recommendations (give prudent advice); (ii) never put the Advisor's financial interests ahead of the Client's when making recommendations (give loyal advice); (iii) avoid misleading statements about conflicts of interest, fees, and investments; (iv) follow policies and procedures designed to ensure that the Advisor give advice that is in the Client's best interest; (v) charge no more than is reasonable for the Advisor's services; and (vi) give the Client basic information about conflicts of interest.

5. Term and Termination

The term of this Agreement will commence upon the Effective Date set forth above and will continue until terminated by written notice by the Client of RIA for any reason. Such termination will be effective upon the date specified in the notice. Prior to the effective date of termination, the Client will provide RIA with written instructions as to the liquidation or settlement of the account, which may limit the discretion of RIA to enter into further transactions after the date such instructions are received. RIA agrees to be bound by such instructions after receipt thereof. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to the termination, including provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. The Client agrees that RIA shall be entitled to a pro-rata portion of its fee, based upon the number of months of representation until the effective date of termination.

6. Covenants, Warranties, and Acknowledgements

a. Qualifications/Status of Adviser

RIA represents and warrants that it is registered with the U.S. Securities and Exchange Commission as an "Investment Adviser" as that term is defined in the Advisers Act, as amended. RIA is qualified to act as an

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investment adviser to the account pursuant to this Agreement under the applicable securities laws of the state in which the Client is resident as of the effective date of this Agreement. RIA will promptly notify the Client of any change in such status.

b. Authority

The Client represents and warrants that it is authorized and empowered to enter into this Agreement. For corporations, partnerships, trusts, or other legal entities, the Client represents that applicable law and governing documents authorize and permit this Agreement, and RIA will be provided with copies of such governing documents, as necessary. Furthermore, the Client: (i) Has carefully reviewed this Agreement and any exhibits attached thereto; (ii) Had an opportunity to discuss the fee provisions and other arrangements relating to the account with RIA; (iii) Fully understands the services to be provided hereunder and the associated risks; (iv) Will promptly notify RIA of any material change in Client's financial circumstances relating to the account with RIA; and (v) Holds good, marketable and indefeasible title to, and is the sole legal and equitable owner of the account, free of any security interest, lien, or other encumbrance, except as may be created by RIA in the performance of its duties hereunder.

c. Receipt of Form ADV Part 3, Form ADV Part 2A, Form ADV Part 2B, and Privacy Policy

The Client has received and reviewed the RIA Disclosure Brochure, Client Relationship Summary, and Brochure Supplement[s]), which is required to be delivered pursuant to Rule 204-3 of the Advisers Act. In addition, the Client has received a copy of RIA's Privacy Notice.

7. Confidentiality

The Parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, RIA may disclose Client information to such person(s) to include (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over RIA, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or RIA; and (d) any third party whom RIA (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the account.

8. Limitation of Liability

EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL RIA OR ITS AFFILIATES BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, OR FOR ANY CLAIM BY ANY THIRD PARTY, EVEN IF RIA AS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnification

Except in the case of gross negligence or willful misconduct, each Party agrees to defend, indemnify, and hold harmless the other Party and its directors, officers, agents, employees, and successors in interest from all claims, losses, deficiencies, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees, and all related costs and expenses) incurred by the other Party as a result of any claim, judgment, or adjudication arising out of or relating to (a) a material breach of a Party's obligations, representations or warranties in the Agreement; (b) a Party's noncompliance with applicable laws, rules or regulations; or (c) any action taken or omitted by a Party in good faith reliance upon the other Party's direction in connection with the Services. Each Party shall: (i) give the other Party prompt written notice of such claim; and (ii) allow the other Party to control and fully cooperate with the Party in the defense and all related negotiations.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

10. Miscellaneous/General Provisions

a. Standard of Care and Investment Risk

It is agreed that RIA will discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity and familiar

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with such matters would use in the conduct of money management of comparable character. Nothing herein will in any way constitute a waiver or limitation of any rights that the Client may have under any federal or state securities laws based on negligence, which cannot be modified in advance by contract.

Without limiting the foregoing, RIA will not be liable for any losses to Client resulting from the disposition of any investment which has been made by a predecessor Investment Adviser or by any other person authorized to invest the assets of Client, or for the retention thereof if RIA is unable to dispose of such investment or property because of any federal or state securities laws or restrictions or it is unmarketable or illiquid in nature or if any orderly liquidation is difficult under prevailing market conditions.

Under no circumstances will RIA be obligated to effect any transaction for the Client that it believes would violate any applicable state or federal law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.

In addition, RIA will not have any duty or obligation to advise or take any action on behalf of Client or Client's accounts in any legal proceedings, including bankruptcies or class actions, involving securities held in or formerly held in the account.

b. Non-Exclusive Relationship

The Client understands and acknowledges that RIA renders investment advice to and performs other portfolio management services for other individuals and entities. RIA, its members, employees, and beneficial owners may from time to time buy, sell, or trade in securities for their own accounts, for the accounts of their family, for an account in which they have a beneficial interest, or for the accounts of others for whom they provide portfolio management services. The Client agrees that RIA may give advice and take such other action with respect to these other accounts that may differ from the advice given or the timing or nature of action taken with respect to the Client's account.

c. Notice

Any notice or other communication required or permitted to be given pursuant to this Agreement and as required by the Advisers Act ("Communications") shall be in writing and shall be deemed to have been duly given when: (i) Delivered in person when personally delivered; (ii) Sent by facsimile transmission or e-mail, at the close of business on the business day following telecopy or e-mail transmission; (iii) Sent by overnight courier, upon verification of receipt; or (iv) Sent by certified or registered mail, upon verification of receipt.

All Communications should be sent to the parties as indicated below.

Investment Advisor Representative:

Eric Sams
Telephone: (619) 487-9368

Axxcess Wealth Management, LLC

6005 Hidden Valley Rd., Ste. 290
Carlsbad, CA 92011
Telephone: (858) 217-5347
Facsimile: (443) 269-0458

Client(s)

Name:

Address:

Telephone:

E-mail:

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The Client expressly consents to RIA delivering all Communications to the Client by e-mail and certifies that it possesses the means of accepting delivery by e-mail.

d. Assignment of Interest

This Agreement shall be binding upon and shall inure to the benefit of the parties herein to their respective successors, assigns, heirs, and personal representatives. This Agreement may not be assigned or transferred in any manner by any party without the consent of the Client, which consent may be obtained via negative consent. The foregoing does not prevent an assignment by RIA in connection with any transaction which does not result in a change of its actual control or management within the meaning of Rule 202(a)(1)-1 under the Advisers Act. Should this agreement be assigned, the Client and or IAR may choose to continue to use RIA services as administrative partners or sub-advisor.

e. Amendment

Unless stated otherwise in this Agreement, RIA may amend this Agreement at any time by providing thirty (30) days advance notice to the Client.

f. Severability

If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

g. Governing Law

To the extent federal law does not apply to this Agreement, it shall be governed by and construed under and in accordance with the laws of the State of California.

h. Survival

Sections pertaining to Covenants, Warranties, and Acknowledgements; Confidentiality; Limitation of Liability; Indemnification; and Miscellaneous/General Provisions shall survive any termination or expiration of this Agreement. Any terms or conditions of the Agreement which extend beyond termination shall apply to both the successors and assignees of RIA and Client.

i. Death or Disability

In the event of the death or disability of an individual Client, RIA will freeze the Client's account and cease managing the account's assets until such time that RIA receives formal notice that a legally designated executor, administrator, guardian, or other legal representative has been appointed to manage Client's affairs. The representative must provide RIA with appropriate documentation of that person's authority to provide direction with respect to the Client's account.

j. Arbitration Provision

The Client and RIA agree that the following steps will be used to settle any controversy or claim, including, but not limited to, errors and/or omissions arising out of or relating to this Agreement or the breach thereof.

- (i) Negotiation. The Client and RIA agree that they will attempt to resolve any dispute, claim, or controversy, including but not limited to errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation, or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate) ("Dispute") by prompt, good-faith negotiations. Any dispute which is not settled by the Parties within fifteen (15) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration pursuant to Clause (ii) below.
- (ii) Arbitration. Any dispute that is not resolved pursuant to Clause (i) above shall be settled by arbitration in San Diego County, California, before a panel consisting of three individuals, with at least one panelist having knowledge of securities and investment matters. Such arbitration will be administered by JAMS, The Resolution Experts ("JAMS"), pursuant, to its Rules for Commercial Arbitration. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties, which are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or

At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities. Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.

unenforceable, shall the arbitration panel have the power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail.

The Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. The Client acknowledges that his/her/its consent to this arbitration provision is voluntary, and that arbitration is final and binding on the parties.

k. Entire Agreement

This Agreement contains the entire agreement and understanding between the Client and the Advisor with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. Neither the Client nor the Advisor may amend or modify the terms hereof without the prior consent of the party entitled to the benefits of the terms being waived. Additionally, neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations, or interests under this Agreement without the prior consent of the other party as defined under the Advisers Act. The Client's consent will be deemed to have been granted via "negative" consent if the Client does not respond in writing within a reasonable period of time following delivery of such notice. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party. Subject to the terms of this Item, this Agreement shall be binding upon the heirs, successors, legal representatives, or assigns of either one of the respective parties.

In the event that any sentence or paragraph is declared by a court of competent jurisdiction to be void, that sentence or paragraph shall be deemed separate from the remainder of this Agreement, and the balance of the Agreement shall remain in effect.

By executing this Agreement, the parties acknowledge and accept their respective rights, duties, and responsibilities. The Client also acknowledges receipt of the Advisor's Disclosure Brochure, Brochure Supplements, Client Relationship Summary, and the Advisor's Privacy Policy.

Client(s) Signature:

Client Signature: _____

Client Signature: _____

Client Name: _____

Client Name: _____

Advisor Authorization:

Advisor Signature: _____

Advisor Name: _____

At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities. Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.

Appendix A: Advisor Compensation – Core Services- Flat Schedule

Flat Fee

The Client will pay an Advisor Fee at an annual rate of _____ % payable:

- Quarterly/Advance:** In advance of each quarter, based on the fair market value of portfolio assets under management in the Account[s] at the end of the preceding quarter. The Advisor Fee for a new Account shall be prorated from the inception date of the Account to the end of the first quarter.
- Quarterly/Arrears:** At the end of each quarter, based on the fair market value of portfolio assets under management in the Account[s] at the end of the preceding quarter. The Advisor Fee for a new Account shall be prorated from the inception date of the Account to the end of the first quarter.
- Monthly/Advance:** In advance of each month, based on the fair market value of portfolio assets under management in the Account[s] at the end of the preceding month. The Advisor Fee for a new Account shall be prorated from the inception date of the Account to the end of the first month.
- Monthly/Arrears:** At the end of each month, based on the fair market value of portfolio assets under management in the Account[s] at the end of the preceding month. The Advisor Fee for a new Account shall be prorated from the inception date of the Account to the end of the first month.

Billing Exceptions:

The Advisor Fee and billing methodology shall apply to all Account[s] held at the Custodian[s], as well as all Account[s] held away from the Custodian[s] and Non-Custodial Partnerships [as listed in Appendix B], **UNLESS NOTED OTHERWISE** below:

Type of Account	Account Number	Annual Fee	Billing Methodology

Bill To Accounts

Except as noted below, the Advisor Fee shall be billed to their respective Account[s] at the Custodian [as identified in **Appendix B**].

Name of Account	"Bill To" Account *

*** Note: IRS regulations may prohibit one qualified retirement account from paying fees attributable to another qualified retirement account.**

At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities. Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.

Appendix B:

Held-Away Assets

In addition to all assets and Account[s] held at the Client's Custodian[s], the following Account[s], which are not held at the Custodian[s], will also be managed by the Advisor.

Name on Account	Account Type	Custodian	Account #

Non-Custodial Partnerships

The Advisor also provides investment advisory services with respect to non-custodial partnership investments, which are not held at the Custodian[s] (the "Non-Custodial Partnerships"). In such instances, the Client shall be required to complete the applicable private placement and/or account opening documents to establish these investments. The Advisor will automatically bill for its investment advisory services with respect to these Non-Custodial Partnerships to the following brokerage account at the Custodian[s].

Name on Account	Account Number	"Bill To" Account

Please list any accommodations:

At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities. Additional details regarding custody and brokerage transactions are included in Item 4 of this Agreement.