

PLANPREP INVESTMENT MANAGEMENT AGREEMENT

Introduction

PlanPrep, LLC, a California Limited Liability Company, is registered as an investment adviser with the State of California.

The undersigned Client hereby enters into this Agreement ("Agreement") with PlanPrep, LLC ("PlanPrep") to receive investment management services. This Agreement sets forth the terms and conditions of these services. The parties understand and agree as follows:

1. Investment Management Services

The nature and scope of the investment advisory services that PlanPrep may provide to the Client are:

- The assets in the account shall be held for safekeeping at one of our Custodians, Pershing LLC for accounts with Shareholders Service Group or Betterment Securities for accounts with Betterment for Advisors. PlanPrep shall not act as Custodian for the assets in the account and shall not be liable to the Client for any act, conduct or omission by the selected Custodian. PlanPrep provides investment management services to individuals and firms on a non-discretionary basis. Our advice is based on the results of either your financial plan or investment selections.
- The Client will be notified prior to a recommended sale or purchase of any or all of the securities contained in the client's account held with Pershing. PlanPrep will not manage securities on a discretionary basis or have limited power of attorney over any of the Client's accounts. PlanPrep does not vote on any Client proxies.

2. Advice not Covered by This Agreement

The Client understands and agrees that PlanPrep and its employees are not authorized or qualified to give legal, tax, accounting or property and casualty advice, and the Client will retain his or her own attorney, tax advisor, accountant and/or property and casualty agent regarding these matters.

3. Obligations of PlanPrep

PlanPrep will devote adequate time to perform its duties under this Agreement and oversee the implementation of your investments held with us. If the Client requires additional services not included under this Agreement, PlanPrep will make a reasonable effort to fit those additional services into its time schedule without decreasing the effectiveness in the performance of duties required or timely delivery under this Agreement. Additional fees may apply.

Notices and other communication given to a party in connection with this Agreement will be in writing and deemed effective upon receipt when delivered to such party in person or by email or the date it is mailed.

4. Responsibilities of the Client

The Client agrees to provide PlanPrep with complete and accurate information. The Client agrees that PlanPrep may consult with the Client's attorney, accountant, and other advisors as necessary to obtain information for the Client's investment plan, unless the Client instructs PlanPrep in writing to the contrary.

The Client agrees to keep PlanPrep informed of any changes to his or her personal or financial situation, or originally stated goals or objectives that could alter the appropriateness of any given investment managed by PlanPrep during the term of this Agreement.

It is the Client's responsibility to review all communications, including emails, transaction confirmations, and statements, and to advise us of any discrepancies. The Client consents to receiving communications from PlanPrep or Betterment Securities by email or other electronic delivery without necessarily receiving paper copies.

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By sending or receiving sensitive or confidential electronic communications, the Client accepts the risks and possible lack of confidentiality of communicating presented by transmitting information over the Internet. The Client agrees to hold PlanPrep and our affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.

5. Privacy

All information and advice furnished by either party to the other shall be treated as confidential and proprietary, and shall not be disclosed to third parties except as required by law.

PlanPrep agrees that any and all information submitted in accordance with the above paragraph shall be treated on a strictly confidential basis and will not be disclosed to anyone, except PlanPrep's agents and employees or to others of whom the Client and PlanPrep may agree in writing, or as may be required by law. Married couples and domestic partners authorize PlanPrep to disclose information between spouses or partners unless notified otherwise in writing to the contrary signed by both.

Notwithstanding language to the contrary, PlanPrep represents and warrants that it has appropriate measures to maintain the security and confidentiality of the Client's information, as set forth in the Client Disclosure Brochure, which PlanPrep may use, have knowledge of, or have access to as a result of its relationship with the Client under the terms of this Agreement. PlanPrep further represents and warrants that it will not use Client information for any purpose other than to carry out the activities that were intended under the terms of this Agreement unless expressly requested by Client in writing.

6. Liability

The Client understands that any investment plan involves certain risks. PlanPrep does not make any representation or provide any warranty as to any investment return, profit or other financial result which may be realized by the Client as a consequence of following the recommendations developed for the Client.

PlanPrep will perform services for the Client under this Agreement in a professional and timely manner, and correct any errors called to our attention. PlanPrep is not liable, however, for any errors resulting from incomplete or inaccurate data the Client provides to PlanPrep, and PlanPrep is not liable for any indirect or consequential damages that result from any implementation of the Client's plan.

PlanPrep shall not be subject to liability for any act or omission in the course of, or connected with, its performance of this Agreement, except in the case of willful misfeasance, bad faith or gross negligence or the reckless disregard by the PlanPrep of its obligations and duties under this Agreement.

All actions taken by PlanPrep hereunder, either before or after the death or incapacity of the undersigned, but before receipt by PlanPrep of information of such death or incapacity, shall be binding upon the Client, the Client's legal representatives, and the Client's heirs. They shall hold PlanPrep harmless from all liability arising from such action so taken.

PlanPrep shall not have any liability for the Client's failure to inform PlanPrep of any material information with respect to the Client's financial circumstances, or any material change therein, which might affect the manner in which PlanPrep's recommendations are developed or the Client's assets are invested.

7. Disclaimers and Limitations

The Client's investments are subject to substantial risk associated with investing in securities, including various market, currency, economic, political and business risks. PlanPrep does not guarantee the performance of the Client's investments or guarantee that PlanPrep's investment advice or strategies will be successful or that the Client's investment objectives will be met.

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8. Discontinuation of Investment Advisory Service

This Agreement may be discontinued at any time by either party upon 30 days written notice to the other party. Fees will be prorated to the date of discontinuation. After discontinuation of this Agreement, PlanPrep shall have no obligation whatsoever to recommend any action with respect to the account, or to liquidate any assets in the account. PlanPrep shall be entitled to fees in connection with its services provided for the period to such termination.

9. Arbitration

The Client hereby agrees that all controversies which may arise between the Client and PlanPrep concerning any transaction or the construction, performance, or breach of this Agreement between the Client and PlanPrep, whether entered into prior to, on, or subsequent to the date hereof, shall be determined by arbitration. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under state and federal securities laws.

Any arbitration shall be held in the county of San Diego or the American Arbitration Association, pursuant to the Arbitration Laws of the state of California, or before the American Arbitration Association and in accordance with its rules then applying, or according to the policies of the custodian for the investment strategy that the Client selects.

10. Entire Agreement

This Agreement represents the entire Agreement between the parties and may not be modified or amended except if said amendment is authorized by both parties in writing with signatures of each. PlanPrep's current Privacy Policy is incorporated herein to this Agreement by reference.

11. Assignment

Neither PlanPrep nor the Client may assign this Agreement without prior written consent of the other party. In the event of an assignment to which the other party has consented, the assignee or the assignees' legal representative must agree in writing with the other to personally assume, perform, and be bound by all the provisions of this Agreement.

12. Successors

Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

13. Attorney's Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable legal fees in addition to any other relief to which the prevailing party may be entitled.

14. Governing Law

The Client and PlanPrep shall comply with all applicable laws, statutes, ordinances and regulations regarding the Client's use of PlanPrep's services. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of California. The Client has read and understands the foregoing and agrees to adjudicate disputes arising out of this Agreement, if any, in San Diego County, California. The Client hereby waives the right to adjudicate matters of this Agreement in any other jurisdiction.

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15. Legal Construction

In the event that any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Asset Management Fee Schedule

The annual investment management fee is billed on a quarterly basis in arrears. It is based on the average daily account balance for the preceding quarter if investing on the Betterment platform or the closing balance for the preceding quarter if accounts are held through Shareholders Service Group. The fee is prorated for the days in the quarter for which the funds were in your account if less than the entire quarter. You authorize the Custodian to deduct the fee directly from each of your account(s) under our management pursuant to any applicable custody rules based on the following schedule:

Household Aggregate	Annual % Fee
Up to \$500,000.....	1.00%
\$500,000 to \$1,000,000	0.95%
\$1,000,000 to \$3,000,000	0.80%
\$3,000,000 to \$5,000,000	0.65%
\$5,000,000 plus.....	0.50%

Any fees charges by the custodian may be itemized separately on your statement, but they are part of the all-inclusive fee you pay PlanPrep. The fee you pay can never exceed 3% of the amount you have invested with us. Please note that mutual funds have their own internal expenses that are not included in the stated fees above. Those expenses are outlined in the prospectus for each fund and would be charged at the fund level.

Financial planning services are provided at no additional charge after a household with total investable assets of \$500,000 or more has had those funds under management by PlanPrep for 12 months or longer.

17. Acknowledgment and Acceptance

The Client acknowledges having received and read a copy of this Agreement in its entirety, PlanPrep's Client Disclosure Brochure (ADV Part 2A) and Privacy Policy, and any other documents referenced herein.

Accepted on _____ by:

Please Print First and Last Name

Please Print First and Last Name

Accepted on behalf of PlanPrep LLC by:

Burton F. Williamson, President, Financial Strategist
PlanPrep LLC • Registered Investment Adviser