

GBM Wealth Management, Inc.

Investment Advisory Agreement (Discretionary)

THIS INVESTMENT ADVISORY AGREEMENT (the “Agreement”) is entered into on _____, 20____, by the undersigned client set forth on Exhibit “A” (“Client”), and GBM Wealth Management, Inc. (“GBM Wealth Management” or “Adviser”), an investment adviser registered with the Securities and Exchange Commission (“SEC”). Pursuant to the terms and conditions set forth herein, Client hereby employs GBM Wealth Management as an investment adviser for all assets contained in the investment account or accounts designated on Exhibit “A” (referred to, individually or collectively, as the “Account” or “Client Account”). GBM Wealth Management's duties shall commence, and the compensation referred herein shall begin to accrue, on the earlier to occur of the following (the “Effective Date”): (i) the date on which either broker or custodian, both designated on Exhibit “A” (the “Broker” and the “Custodian”, respectively) notifies GBM Wealth Management that monies, stocks, bonds, fixed income instruments and securities, ETFs, mutual funds, variable annuity sub accounts, variable universal life sub accounts, and any other securities and or contracts and assets, including money market instruments (collectively referred to as the “Securities”) have been delivered to Custodian or, (ii) the date this Agreement is executed, in the event the Securities to be managed by GBM Wealth Management are in the custody of Custodian at the time this Agreement is executed.

1. SERVICES

A. Advisory Services

GBM Wealth Management will direct the investment and re-investment of the Securities, cash and other assets (collectively the “Assets”) in the Account on an exclusive and discretionary basis, in accordance with the information provided by Client, pursuant to the terms and conditions of this Agreement. Client shall have the right to impose restrictions with respect to the investment of the Client Account by GBM Wealth Management, including restricting investments in specific securities or industry sectors, provided however, such Client restrictions are subject to the approval of GBM Wealth Management.

B. Scope of Discretion

Client authorizes GBM Wealth Management to exercise complete and total discretion in the investment of Assets in the Account. In this connection, Client authorizes GBM Wealth Management, as agent, to buy, sell and trade Assets in the Account, in accordance with the terms and conditions of this Agreement.

C. Investment Objectives and Limitations

Client agrees to provide, and/or instruct Broker and Custodian to provide, GBM Wealth Management with information that may include, among other and upon GBM Wealth Management’s request at any time, a description of Client’s assets and liabilities, investment objectives, earnings, acceptable levels of investment risk and financial objectives and other pertinent financial information (“Client Profile”). Client understands, acknowledges and represents it is aware that GBM Wealth Management will rely on the information contained in the Client Profile in managing the Assets in the Account.

Client agrees to promptly furnish to GBM Wealth Management, all data and information GBM Wealth Management may reasonably request to render the services described herein. Client shall be solely responsible for the completeness and accuracy of the data and information furnished to GBM Wealth Management hereunder, and to this end, Client will promptly advise GBM Wealth Management of (i) any changes or modifications to Client's objectives or the Client Profile, and (ii) any specific investment restrictions relating to the Client Account.

D. Cash

Client agrees that at any given time, all or a portion of Assets in the Account may consist of cash. Furthermore, Client agrees that dividends and interest earned on investments shall be paid directly into the Account and may be treated as cash available for investment in the Accounts.

2. CUSTODIAL AND EXECUTION CLEARANCE SERVICES

A. General

Client hereby directs that all Securities purchase and sale orders for the Account be directed by GBM Wealth Management to Broker, who shall execute and direct Custodian to perform clearance of the same. Custodian is to provide custodial account services to Client, which include trading and custody of the Securities and other assets for the benefit of the Client Account, monthly or quarterly account statements, certain tax reporting, delivery of mutual fund or variable annuity prospectuses, proxy materials and other similar services. Custodial functions and account services include, among other things, crediting of interest and dividends on Account Assets and crediting of principal on called or matured securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

Broker executes all equity trades on an Agency basis and all fixed income trades (corporate, and government bonds of both US and foreign entities) on a “Riskless Principal” basis and Broker may receive compensation for executing trades on either an Agency or “Riskless Principal” basis with the Firm’s clients.

Notwithstanding the above, Client also understands and acknowledges that should GBM Wealth Management place orders for the execution of portfolio transactions for the Account through other such brokers and dealers for execution on such markets, they will be at such prices and at such commission rates as in the judgment of GBM Wealth Management will be in the best interests of Client, taking into consideration in the selection of such brokers and dealers the available prices and rates of brokerage commissions and other relevant factors (such as without limitations, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio and management capabilities of GBM Wealth Management, and the value of any ongoing relationship of GBM Wealth Management with such brokers or dealers), without having to demonstrate that such factors are of a direct benefit to Client.

Client should carefully review all the terms and conditions of the agreement(s) Client signs with Broker and Custodian. Importantly, if a Broker other than GBM International is selected, a separate agreement with the Broker will govern the relationship with Client, not this Agreement. In addition, all aspects of Client's account with Custodian are governed by the terms and conditions described in Client's applicable agreement with Custodian, and not by this Agreement. The fees charged to Client by the Custodian are exclusive of, and in addition to, Adviser's Compensation as defined in Paragraph 3 below, and other charges discussed herein.

B. Allocation of Brokerage

Client hereby acknowledges and agrees that if a Broker or Custodian identified Exhibit A was selected by the Client independently, that such Broker or Custodian was not recommended to the Client by GBM Wealth Management. Further, Client acknowledges and agrees that GBM Wealth Management will not be responsible for advising the Client on the Broker or Custodian with respect to services, trade execution quality, etc. Client acknowledges and agrees that by directing GBM Wealth Management to use Broker, GBM Wealth Management may not be in a position to select broker-dealers on the basis of best execution, or commingle or “batch” orders for purposes of execution with orders for the same securities for other accounts managed by GBM Wealth Management (other than for other accounts also cleared through Custodian for which Broker is also the broker-dealer). Client understands that, by directing GBM Wealth Management to use Broker to execute transactions for the Account, certain transactions may result in less favorable net prices on the purchase and sale of securities than might be the case if GBM Wealth Management were to select broker-dealers on the basis of best execution.

C. Transaction Costs

Client shall be responsible for payment of all ticketing or other transaction costs, including commission fees charged by Broker, incurred from the purchase and sale of securities under this Agreement. The brokerage commissions and/or transaction fees charged to Client for securities brokerage transactions are exclusive of, and in addition to, GBM Wealth Management Compensation as described below. Any other transaction costs shall be noted on the trade confirmations. Custodian is authorized by Client to pay any ticketing charges and other transaction costs directly from the Accounts upon settlement of the trades.

D. Account Statements

As instructed by Client, Broker or Custodian, as applicable, shall make available confirmations of each purchase and sale to both Client and GBM Wealth Management. Additionally, Client shall instruct Custodian to forward account statements to both Client and GBM Wealth Management, regardless of whether there has been any activity in Client's Account.

3. TRADING AUTHORIZATION

Client grants GBM Wealth Management complete and unlimited trading authorization with respect to the Client Accounts and appoints GBM Wealth Management as agent on Client's behalf and attorney in fact. GBM Wealth Management may, in its sole discretion purchase, sell, exchange, convert and trade the Securities and other investments at Client's risk. This authorization is a continuing one and shall remain in full force and effect and be relied on until terminated by notice in writing as set forth herein. GBM Wealth Management is not authorized to withdraw or transfer any money, the Securities or property out of the Account either in the name of Client or otherwise, without the written permission of Client.

Client acknowledges and agrees that (i) subject to any limitations specified by Client in writing, GBM Wealth Management's normal investment policies do not conflict with and are permitted by any limitations relevant to the Account; and (ii) Client will execute any documentation reasonably required by Broker and Custodian to effect or document the trading authorization.

By executing this Agreement and depositing securities in the Account, Client hereby authorizes GBM Wealth Management to provide liquidation instructions to Broker to liquidate, at their current market value, any securities deposited into the Client Account that do not match the portfolio holdings GBM Wealth Management considers to be adequate for the Account. Client acknowledges that the liquidation of securities in the Account may result in a taxable event for Client.

4. COMPENSATION

A. Advisory Fee

As compensation for managing the Account and commencing from the Effective Date, Client shall pay GBM Wealth Management an annualized asset-based fee (the "Advisory Fee") that is payable in accordance with the negotiated fees, payment frequency and/or any other specifications set forth on Exhibit C (the "Fee Schedule"), which is appended to this Agreement and incorporated herein for all purposes. The Advisory Fee will be based on the Net Asset Value of the Securities under management in the Account. For purposes of this Agreement, the "Net Asset Value" of the Account shall be the current value of the Account at the time of calculation.

Fees are subject to change with thirty (30) days prior written notice. If the client does not want to be bound by the new fee schedule, they should notify the Firm to discuss the available options. Notwithstanding the above, certain clients of the Firm with pre-existing relationships may initially be charged fees which are less than those set out above. With regards to employee related accounts and certain other accounts, the fees may be less, depending upon a number of factors, including portfolio size, length of employment and relationship to the employee.

In the event of termination of this Agreement, Client shall pay GBM Wealth Management any pending fees accrued for services provided until the date of termination. Furthermore, Client will be entitled to the refund of any pre-paid Advisory Fees, prorated according to the number of days services were no longer provided.

Client acknowledges that the GBM Wealth Management may charge other clients different fees, which may be higher or lower than the fees charged with respect to the Client's Accounts for similar services.

B. Authorization to Debit Account

Client shall expressly instruct Broker to deduct Advisory Fees from the Account, within five business days after the end of the period on which said Advisory Fees are incurred. Client shall also instruct Broker to pay Advisory Fee and any reimbursement amount due to GBM Wealth Management, directly from Account, upon receipt of an invoice from GBM Wealth Management with respect to such amounts, unless specified otherwise. Additionally, GBM Wealth Management shall simultaneously forward a copy of said invoice or advice to Client. All such fees will be clearly noted on Client's statements. It is agreed by Client and GBM Wealth Management that the Advisory Fees will be payable from the redemption or withdrawal (which Client hereby authorizes) of Client's shares of any money market account or balances in any money market fund within the Account, if the required amounts are not available in cash. In the event that Client's balances in money market accounts are insufficient to pay Advisory Fees, Client hereby authorizes GBM Wealth Management to liquidate Securities in the Account in order to pay the same. Client may further authorize Advisory Fees to be debited from a separate account owned by Client by completing and attaching an Alternative Fee Payment Instructions Form. All other Account expenses, including transaction fees, are additional expenses accruing to Client and, in most cases, are collected directly from the Account.

C. Fund Disclosure

Client bears certain charges imposed by third parties, in addition to GBM Wealth Management, in connection with mutual fund investments made through the Client Account, including but not limited to mutual fund fees, sub-accounting fees, management fees, expense risk, administration fees, and IRA and Qualified Retirement Plan fees. It is understood that fees paid to fund managers by mutual funds are deducted from each fund's net asset value and as such, shall be an indirect expense of the Client Account. Client understands and acknowledges that the fees charged to the Client Account may be higher than fees charged by other investment advisors for similar services, and that mutual funds can be purchased directly without being managed by GBM Wealth Management pursuant to this Agreement.

5. RISK ACKNOWLEDGMENT

GBM Wealth Management does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment recommendations made for the Account are strictly limited to Client's approving the recommendation made by Adviser. All such recommendations are subject to various market, currency, economic, political and business risks, and investment recommendations will not always be profitable.

6. LEGAL PROVISIONS

A. ERISA Accounts

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of a "Fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") or an employee benefit plan subject to ERISA, such trustee or other fiduciary represents and warrants that Client's representation by GBM Wealth Management is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish GBM Wealth Management with such documents, as it shall reasonably request with respect to the foregoing. Client further agrees to notify

GBM Wealth Management in writing of any event which might affect this authority or the validity of this Agreement. Client additionally represents and warrants that (a) its governing instruments provide that an "investment manager" as defined in ERISA may be appointed, and (b) the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined in ERISA) who has the power under the plan to appoint an investment manager. If Client is a retirement plan subject to ERISA, Client agrees to add a clause to the fidelity bond required by law, that provides coverage for agents employed by it. This clause shall cover GBM Wealth Management, its officers, directors and employees.

B. Proxies and Other Legal Notices

GBM Wealth Management shall not render any advice or take any action on behalf of Client with respect to the Securities or other investments held in the Client Account, or the issuer's thereof, which become the subject of any legal proceedings, including bankruptcies. Client retains the right and obligation to take any action relating to the Securities held in the Account. Furthermore, except to the extent otherwise required by law, GBM Wealth Management shall not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any Securities held in the Account. Client hereby expressly retains the right and obligation to vote proxies relating to the Securities held in the Account; provided, however, that Client may delegate said rights and obligations to a properly authorized agent.

C. Confidentiality Agreement

All information and recommendations furnished by GBM Wealth Management to Client and all information regarding the operation and investment of Assets in the Account, including but not limited to any non-public personal information about Client that GBM Wealth Management receives from Client, Broker or Custodian ("Customer Information"), shall be regarded and treated as confidential by the parties hereto. The parties further understand and acknowledge that GBM Wealth Management is a financial institution subject to federal and state customer and consumer privacy law and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and regulations promulgated thereunder, such as Regulation S-P (collectively, the "Privacy Laws"), and any Customer Information that GBM Wealth Management receives from Client, Broker or Custodian is received with limitations on its use and disclosure. Neither party hereto, shall use or disclose to a third party any such confidential information, including, but not limited to Customer Information, except (i) as may be required by law or regulatory authority, (ii) to carry out the purposes for which one party discloses Customer Information to the other party under this Agreement, including use under an exception permitted by Privacy Laws in the ordinary course of business to carry out the purposes of this Agreement, (iii) for disclosures to Broker or Custodian of Assets in the Account for the purpose of effecting transactions or exercising voting or other rights with respect to such assets, (iv) to report to Client, (v) to GBM Wealth Management affiliates and necessary third parties in order to perform the services contemplated herein, and or (vi) third party service providers that provide accounting, compliance and or other services directly related to the regulatory compliance of GBM Wealth Management. Additionally, Client consents to the disclosure to third parties of investment results of and other data concerning Client and the Account (other than Client's identity) in connection with providing composite investment results of clients of GBM Wealth Management. This confidentiality provision shall survive the cancellation, expiration or termination of this Agreement.

D. Inside Information, Conflicts of Interest

GBM Wealth Management shall have no obligation to seek to obtain non-public information ("inside information") about any issuer of the Securities or to purchase or sell for the Account the Securities of any issuer on the basis of such inside information, as may come into GBM Wealth Management's possession. If transactions are engaged in for the Account in the Securities of issuers of which officers, directors or employees of GBM Wealth Management or any of its affiliates may be a financial adviser or consultant or have a material relationship, it shall not be implied or understood that any such transactions are based on possession of any material inside information relating to such Security.

Client expressly acknowledges that regarding certain Securities, GBM Wealth Management might be affiliated with the issuer or manager of such Securities, situation which shall not be considered to constitute a conflict of interest, or prevent GBM Wealth Management from subscribing, purchasing, or in any way trading the same for the Account on Client's behalf.

E. Client Conflicts

If this Agreement is between GBM Wealth Management and related Clients (i.e. married couple), Adviser's services shall be based upon the joint goals communicated to Adviser. GBM Wealth Management shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to GBM Wealth Management. GBM Wealth Management shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients

F. Third Party Information

Client understands that information providing the basis for purchases and sales of the Securities for the Account will be derived by GBM Wealth Management from sources, which GBM Wealth Management believes to be reliable, but whose accuracy cannot be guaranteed, and, in some cases, such information may not be capable of being independently verified by GBM Wealth Management. GBM Wealth Management does not assume responsibility for (a) the accuracy of information furnished by Client, Broker, Custodian or any other party and maintained in GBM Wealth Management's records, or (b) any loss incurred by or resulting from, directly or indirectly, the removal or withdrawal by Client of any monies or Securities from the Account.

7. SERVICES TO OTHER CLIENTS

GBM Wealth Management performs investment advisory to others. Client understands and acknowledges that GBM Wealth Management will continue to act as investment manager or adviser to various fiduciary or other managed accounts, and Client has no objection to GBM Wealth Management so acting. Client understands and agrees that GBM Wealth Management may give advice and take action in the performance of its duties with respect to any of its other clients that may differ from the timing or nature of action recommended for Client. GBM Wealth Management has no obligation to purchase or sell for Client, or to recommend for purchase or sale by Client, any security that GBM Wealth Management, its principals, affiliates or employees may purchase for themselves or for any other client. Client understands and acknowledges that the persons employed by GBM Wealth Management to assist in the performance of its duties under this Agreement will not devote their full time to that service. Nothing contained in this Agreement will be deemed to limit or restrict the right of GBM Wealth Management, or any affiliate of GBM Wealth Management to engage in, and devote time and attention to other business or to render services of whatever kind or nature.

8. REPRESENTATIONS

A. GBM Wealth Management Representations

GBM Wealth Management represents that it is duly registered as an investment adviser with the SEC and as an investment adviser in each state or where its advisory activities subject GBM Wealth Management to registration. Additionally, at all times while this Agreement is in effect, GBM Wealth Management will maintain such status and operate in full compliance with the applicable laws and regulations in all applicable jurisdictions.

GBM Wealth Management further represents that this Agreement has been duly authorized, executed and delivered by GBM Wealth Management and is a valid and binding obligation of GBM Wealth Management, enforceable against GBM Wealth Management in accordance with its terms; and neither the execution and delivery of this Agreement nor the performance by GBM Wealth Management of its obligations hereunder, will conflict with or result in a breach of, any of the terms or provisions of any agreement or instrument to which it is a party or by which it is bound.

B. Client Representations

Client represents and warrants to GBM Wealth Management that the person who signs this Agreement is authorized to negotiate terms and to enter into this Agreement and other related agreements on Client's behalf. If the signer is a trustee or fiduciary, it represents that the investments are within the scope authorized by the appropriate trust or other legal document or authority. The duly authorized trustees who have signed the plan documents, hereby certify that the plan documents legally allow the plan to invest in stocks and or bonds and mutual funds and other securities. Further, the trustees certify that the documents allow investment discretion to be delegated to an investment advisor or other party, and the plan is authorized to hire such investment advisors. The signers are the only authorized signers necessary to enter into this investment advisory relationship.

Client further represents and warrants to GBM Wealth Management that: (i) the terms of this Agreement do not violate any obligations by which Client is bound, whether by contract, operation of law or otherwise, (ii) all information furnished to GBM Wealth Management in connection with this Agreement and all documents supplied by Client in this regard, including financial statements, and any information supplied by Client to GBM Wealth Management for the purpose of preparing the Client Profile are true, complete and correct, and (iii) if Mutual Funds have been selected as an investment vehicle, Client acknowledges having received and reviewed the respective prospectus thereto, and Client agrees that the Mutual Funds selected are consistent with its suitability requirements.

9. ASSIGNMENT AND TERMINATION

This Agreement has an initial term of one year, and will be automatically renewed, unless the Firm receives a notice of termination of this agreement as outlined herein. . Either party may terminate this Agreement at any time by giving 30 days prior written notice of such termination to the other party. If the Account is to be liquidated as the result of a termination notice, it is understood that the process of liquidation may take up to five trading days, or more, depending on the securities invested in, following the date the liquidation request was received by GBM Wealth Management. Advisory Fees shall be calculated and payable to GBM Wealth Management until the date of termination, which shall be the date as set forth in the notice of termination or the date said notice of termination is received by GBM Wealth Management, whichever is later. Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination. This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder.

Should there be a change in control of the Adviser resulting in an assignment of this Agreement (as that term is defined under the Advisers Act), the successor adviser will notify the Client and will continue to provide the services previously provided to the Client by the Adviser. If the Client continues to accept such services provided by the Successor without written objection during the 60 day period subsequent to receipt of the written GBM Wealth – Discretionary Agreement

notice, the Successor will assume that the Client has consented to the assignment and the Successor will become the Adviser to the Client under the terms and conditions of this Agreement.

10. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

CLIENT SHOULD NOTE THAT FEDERAL AND STATE LAWS IMPOSE LIABILITY UNDER CERTAIN CIRCUMSTANCES FOR PERSONS ACTING IN GOOD FAITH AND WITHOUT REGARD TO ANY ALLEGATION OF NEGLIGENCE OR WILLFUL MALFEASANCE. UNDER SEC RULES AND REGULATIONS, GBM WEALTH MANAGEMENT OWES ITS CLIENTS A FIDUCIARY DUTY, WHICH REQUIRES GBM WEALTH MANAGEMENT TO DEAL FAIRLY AND ACT IN THE BEST INTEREST OF ITS CLIENTS. THIS DUTY IMPOSES ON THE SPONSOR, THE OBLIGATION TO RENDER DISINTERESTED AND IMPARTIAL ADVICE, TO MAKE SUITABLE RECOMMENDATIONS TO CLIENTS IN LIGHT OF THEIR NEEDS, FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES; TO EXERCISE A HIGH DEGREE OF CARE TO ENSURE THAT ADEQUATE AND ACCURATE REPRESENTATIONS AND OTHER INFORMATION ABOUT SECURITIES ARE PRESENTED TO CLIENTS, AND TO HAVE AN ADEQUATE BASIS IN FACT FOR ITS RECOMMENDATIONS, REPRESENTATIONS AND PROJECTIONS. NOTHING IN THIS AGREEMENT, EXPRESSED OR IMPLIED, SHALL IN ANY WAY CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT CLIENT MAY HAVE UNDER FEDERAL OR STATE SECURITIES LAWS (OR ERISA, IF CLIENT IS A QUALIFIED PLAN UNDER ERISA) OR EXCUSE THE BREACH OF ANY FIDUCIARY DUTY, LEGALLY OWED TO CLIENT.

A. Client understands that there is no guarantee that Client's investment objectives will be achieved, and that past performance is not a guarantee of future results. GBM Wealth Management shall not have any liability for Client's failure to inform GBM Wealth Management in a timely manner of any material change in Client's financial circumstances that might affect the manner in which Client's Assets are invested, or to provide GBM Wealth Management with any material information as to Client's financial status or objectives as GBM Wealth Management may reasonably request, or any material changes thereto.

B. Client hereby agrees to indemnify and hold GBM Wealth Management, its Affiliates, and their respective members, partners, officers, directors, agents, employees, control persons, harmless, to the maximum extent permitted by applicable laws, from all loss, cost, indebtedness, liability, and expense (including, without limitation, court costs and attorneys' fees and expenses) arising out of (i) any misrepresentation or omission of a material fact by Client, or (ii) Client's failure to perform Client's obligations under this Agreement. The indemnification provided in this paragraph shall survive the termination of this Agreement.

11. ARBITRATION

THIS AGREEMENT CONTAINS A PRE-DISPUTE 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.
- 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 IN 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

ANY CONTROVERSY BETWEEN CLIENT AND GBM WEALTH MANAGEMENT SHALL BE SUBMITTED TO ARBITRATION UNDER THE AUSPICES AND ACCORDING TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT IN THE EVENT THAT THE ARBITRATION IS COMMENCED BY OR AGAINST A MEMBER FIRM OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (“FINRA”), IN WHICH CASE SUCH ARBITRATION SHALL BE CONDUCTED BEFORE FINRA, IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE, THEREIN ELECTING THE ARBITRATION TRIBUNAL. JUDGEMENT UPON ANY SUCH AWARD MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE AGREEMENT TO ARBITRATE CONTAINED IN THIS SECTION SHALL NOT CONSTITUTE A WAIVER OF CLIENT’S RIGHTS UNDER STATE OR FEDERAL SECURITIES LAWS.

12. GENERAL

A. Tax Information

Client represents that the following tax information is true and correct (check appropriate boxes):

- Client certifies under the penalties of perjury, that its U.S. taxpayer identification number is _____ and it is not subject to backup withholding.
- Client is not a resident or a citizen of the United States for tax purposes.
- Client is a corporation, partnership or other entity organized outside of the United States, and the Client's beneficial owners, and controlling persons are not citizens or residents of the United States.

Client will promptly notify GBM Wealth Management in writing of any changes in the citizenship, residency or address of Client or its beneficial owners and controlling agents.

B. State Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, , provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Texas State Securities Board under its applicable Rules, and, if applicable to the Account, ERISA and any rule or order of the U.S. Department of Labor under ERISA.

C. Notice

Except as otherwise specifically provided herein, all notices and other communications required or permitted to be given hereunder will be in writing, and will be deemed to have been given if delivered personally, given by facsimile or mailed by registered or certified mail (return receipt requested) or by overnight delivery to (i) Client, to the address set forth on Exhibit A; or (ii) if to GBM Wealth Management, to: GBM Wealth Management, Inc., 5065 Westheimer, Galleria Financial Center, Suite 1205E, Houston, Texas 77056, Attn: Raymundo Cobo, or to such other address or addresses as may be designated by either party by written notice to the other.

D. Headings

Paragraph headings are for convenience only and are not of substantive effect.

E. Authority

Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify GBM Wealth Management, in writing, in the event that either of these representations should change.

F. Enforcement

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed, so as to be valid, operative and enforceable to the maximum extent permitted by law or equity, while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid, the remainder of this Agreement, and to that extent, the provision of this Agreement shall be deemed to be severable.

G. Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

H. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and may not be changed orally, but only by an agreement in writing, signed by the parties. Additionally, this Agreement is not intended to benefit any third party, not expressly referred to in this Agreement.

I. Force Majeure

Client understands that GBM Wealth Management shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war strikes or other conditions, commonly known as “Acts of God,” beyond GBM Wealth Management’s control.

J. Joint Obligations

In the event that the Account is owned by more than one person, all of the express and implied obligations of Client under this Agreement will be deemed to be joint and several obligations.

K. Death or Disability

The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service you accounts.

L. Disclosures

Client acknowledges receipt of Part 2A of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix of Form ADV, if Client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to Client at least 48 hours prior to Client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Additionally, Client acknowledges that GBM Wealth Management has provided to Client a copy of its Privacy Statement. GBM Wealth Management is committed to comply with U.S. Statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA PATRIOT Act requires that certain financial institutions obtain certain identification documents or other information in order to comply with their customer identification procedures. Until Client provides (or makes sure Custodian provides on Client's behalf) GBM Wealth Management with certain required information or documents, GBM Wealth Management may not be able to enter into the advisory relationship described herein.

IN CONSIDERATION OF GBM WEALTH MANAGEMENT ACCEPTING CLIENT'S ACCOUNT, CLIENT HEREBY ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE FORM ADV PART 2A FOR GBM WEALTH MANAGEMENT. FURTHER, UNDER PENALTY OF PERJURY, CLIENT HEREBY CERTIFIES TO GBM WEALTH MANAGEMENT (1) THAT THE SOCIAL SECURITY OR FEDERAL TAX IDENTIFICATION NUMBER PROVIDED BY CLIENT IS CORRECT, AND (2) THAT CLIENT IS NOT SUBJECT TO WITHHOLDING DUE TO NOTIFIED PAYEE UNDERREPORTING UNDER SECTION 3406(a)(1)(C) OF THE INTERNAL REVENUE CODE (IF CLIENT IS CURRENTLY SUBJECT TO SUCH WITHHOLDING, CLIENT HAS STRICKEN THE LANGUAGE IN THE IMMEDIATELY PRECEDING CLAUSE).

THIS AGREEMENT CONTAINS PRE-DISPUTE ARBITRATION PROVISIONS IN SECTION 10. CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the Effective Date set out above.

Client:

Date

GBM Wealth Management, Inc.

President/CCO: Raymundo Cobo Date

Exhibit A

Client and Account Information

Client Information:

Client Name:

Client Address:

Client email:

Account:

Broker Name: **GBM International, Inc.**

Custodian Name: **Pershing LLC.**

Account Number:

Exhibit B

Electronic Communications

The Client consents to electronic delivery of required disclosure documents and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.

The Client does not consent to electronic communications. All correspondence from the Adviser will be mailed to the Client's address kept on file by the Adviser.

Client:

_____ Date:

Exhibit C

Fee Schedule

The Advisory Fees payable to GBM Wealth Management, Inc. for services rendered under this Agreement shall equal a yearly **1.00% (one percent)**, payable monthly in arrears, calculated daily over the Net Asset Value of the Account at the end of each day, excluding any amounts invested in Mutual Funds managed by Operadora GBM, S.A. de C.V. Sociedad Operadora de Sociedades de Inversión.

The calculation of the aforementioned Advisory Fee shall be based upon a 365 days year. The amounts to be paid will be the result of adding up the daily fees from the days in the billing period. Fees for weekends and other non-business days shall be calculated based on the net asset value of the managed accounts on the immediately previous business day.

Please note that all fees are negotiable

THIRD PARTY ADVISOR AS PORTFOLIO MANAGER

The Advisory Fees payable to GBM Wealth Management, Inc. for services rendered under the sub-advisor agreement(s) shall equal a yearly **1.00% (one percent)**, payable monthly in arrears, calculated daily over the Net Asset Value of the Account at the end of each day.