

FINTEGRA FINANCIAL SOLUTIONS INVESTMENT ADVISORY BROCHURE



This brochure provides clients with information about Fintegra Financial Solutions Investment Advisory programs that should be considered before becoming a client of Fintegra. This information has not been approved or verified by any governmental authority. This brochure is subject to change without notice.

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DEFINITIONS

“Client”	refers to the client(s) opening the investment advisory account(s).
“Fintegra”	refers to Fintegra Financial Solutions, which also goes by Fintegra, LLC, which is a Registered Investment Advisor (RIA) with the Securities and Exchange Commission.
“Advisor”	refers to the Investment Advisor Representative (IAR) of Fintegra providing investment advisory services to the Client.
“ERISA”	refers to the Employers Retirement Income Security Act of 1974.
“FINRA”	refers to the Financial Industry Regulatory Authority.
“SEC”	refers to the Securities Exchange Commission.
“Asset Allocation”	refers to the method of investing according to pre-established criteria, such as asset class, market capitalization, industry sector, etc., to diversify investment advisory account(s) assets.
“Brochure”	also known as ADV Part II brochure, refers to this document, which describes the investment advisory fee-based programs offered by Fintegra. This Brochure contains the disclosure and information required by Schedule H of the Investment Advisor Act of 1940 Rules.

INTRODUCTION

Fintegra provides investment management and advisory services to investors through Advisors. The Advisor provides investment advisory services to individual Clients as well as institutional Clients, such as pension or profit sharing plans, trusts, estates or charitable organizations and corporations or other business entities such as banks, thrift institutions, and registered investment advisors.

SERVICES TO BE PROVIDED

The services offered to Fintegra's Investment Advisory Clients, may include the following options:

- Obtaining Client financial information, goals, risk tolerances, and needs.
- Reviewing Client investment objectives and goals.
- Identifying tax optimization strategies.
- Searching for investment vehicles appropriate for the Client portfolio.
- Recommending asset allocation strategies to meet the Client's goals.
- Recommending specific investment styles and allocations.
- Preparing written investment strategies and plans.
- Reviewing investments and mutual fund performance.
- Monitoring progress toward the Client's goals.
- Recommending periodic rebalancing and changes in asset allocation.
- Providing securities transaction execution.
- Identifying and evaluating several unaffiliated Independent Portfolio Manager Firms appropriate for the Client's portfolio.
- Helping the Client review the manager information to aid the Client in selecting one or more Independent or Third Party Portfolio Managers.
- Reporting and reviewing the performance of Client selected Independent or Third Party Portfolio Managers.

Upon the Advisor's completion of the investment interview with the Client, which includes the Client completion and review with the Advisor of the required documents listed below, the Advisor may recommend one or a combination of different options to the Client. No matter which option the client chooses, the advisor will provide on-going communications with the Client to answer any questions and discuss account performance.

The Advisor will assist the Client in completing and submitting any paperwork required by Client selected independent portfolio managers or third party money managers. The required paperwork may include the Client's financial and personal profile, investment objectives and goals, the recommended investment style allocation, and any specific instructions given by the Client. Upon the Advisor being notified of any changes in the Client's investment objectives or financial information, the Advisor will forward the appropriate information changes to the independent portfolio managers, as well as Fintegra.

Regardless of which option is selected, the Client is required to complete and/or review the following investment advisory documents:

- Investment Advisory Brochure
- Investment Advisory Agreement
- Fintegra New Account Application and Fintegra Direct Transmittal, when appropriate
- Investment Advisor Account Application (i.e. FAME, Schwab, Third Party)
- Any paperwork required by independent portfolio manager/third party money manager
- Any independent portfolio manager/third party money manager disclosure documents

ACCOUNT INSTRUCTIONS AND COMMUNICATIONS

In Fintegra's sole discretion and without liability, it may rely on Client instructions it believes to be genuine, whether received in writing, verbally by telephone, in person, or by facsimile. All written communication to the Client by Advisor will be sent to the Client's address of record located on the Fintegra New Account Application, unless the Client indicates otherwise in writing. All written communications to Fintegra, including any complaints, should be sent to:

Fintegra Financial Solutions
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

EDUCATION AND BUSINESS STANDARDS

Fintegra represents that it is registered as an investment advisor with the SEC under the Investment Advisor Act of 1940 and with the applicable states when so required. In addition, Advisors must qualify by education and business experience appropriate to the level of service provided. Therefore, Fintegra Advisors must pass FINRA Series 7 exam and be registered as a General Securities Representative with FINRA. Fintegra Advisors must also be appropriately registered as an investment advisor representative in states where soliciting or servicing Investment Advisory accounts. This is accomplished by passing the FINRA Series 65/66 exam, or holding an industry-recognized certification, such as a Certified Financial Planner (CFP) designation, if an individual state allows it.

REFERRAL FEES AND CONFLICTS OF INTEREST

Advisors may pay a portion of the Investment Advisor fee they receive to a Solicitor as a referral fee if the Client was referred to the Advisor by a Solicitor. If a referral agreement is in place, the referral relationship and all applicable information regarding the relationship must be disclosed to the Client by the Solicitor. Disclosed information given to the Client must include the existence of a Solicitor agreement and the amount or percentage of the Investment Advisor fee the solicitor is paid. If a Solicitor agreement is in place, a written attestation from the Client is required attesting to the fact that the Client understands the relationship between the Advisor and Solicitor. This disclosure and Client acknowledgement is required prior to Client's engagement into the Investment Advisor account.

If the Advisor is dually employed by a bank, Fintegra may share a portion of the Investment Advisor fee with the bank within a networking agreement. Where fees may be shared in a networking agreement as allowed by SEC regulations, the bank is not a party to, or responsible for, the advisory services provided, and the bank does not insure or guarantee the advisory services provided.

Fintegra participates in the programs of several service providers. Accordingly, Fintegra does receive some benefits. These benefits may include, but are not limited to: receipt of duplicate client confirmations and bundled duplicate statements; access to a trading desk serving participant advisors exclusively; access to block trading which provides the ability to aggregate securities transactions and then allocate the appropriate shares to client accounts; ability to have investment advisory fees deducted directly from client accounts; access, for a fee, to an electronic communication network for client order entry and account information; receipt of compliance publications; and access to mutual funds which generally require significantly higher minimum initial investments or are generally available only to institutional investors. The benefits received through participation in these programs do not necessarily depend upon the proportion of transactions directed to the service provider.

The payment of 12b-1 fees for investments in investment company shares within your non-retirement accounts may be considered additional fees over and above the Net Annual Fee you pay. These 12b-1 fees come from fund assets and thus, indirectly, from the Client's assets. These 12b-1 fees may be initially paid to Fintegra and a portion then allocated to the Advisor or the individual Investment Advisor Company may retain these 12b-1 fees.

Fintegra sponsors an annual National Sales Conference along with various regional educational and training events for its Advisors and associated personnel in which Fintegra may receive compensation from these sponsors. Since Fintegra's Advisors solicit and sell these products it could create a conflict of interest in the recommendations you receive. The compensation received from these sponsors is not paid to any Advisor who sells these products nor will you incur any extra sales charges. A complete list of these sponsors may be obtained at www.fintegra.com.

As a registered representative, the investment advisor representative you work with generally receives a commission for investment, financial, and insurance products you purchase. Compensation is not the same for all types of products and can vary from company to company.

Transactions in your Investment Advisory account may or may not be subject to a ticket charge for trade execution. Ticket charges vary by Investment Advisor program. In situations where a ticket charge is incurred, there may be a disincentive for advisors to place trades that incur these charges.

The investment advisory programs may cost the Client more or less than purchasing such services separately wherein the Client pays the ticket charges for transactions in addition to a separate fee for advice. This will depend on the frequency and number of transactions in the account, the type of investments bought and sold, as well as the type and scope of advice sought. The Client may pay more or less for the advisory services offered by or through Fintegra than they would if they purchased services from Fintegra separately.

BUSINESS CONTINUITY PLAN

Fintegra has developed a Business Continuity Plan on how its Advisors will respond to events that significantly disrupt Fintegra's business. Since the timing and impact of disasters and disruptions is unpredictable, Fintegra will have to be flexible in responding to actual events as they occur. With that in mind, Fintegra is providing this information on Fintegra's Business Continuity Plan.

If after a significant business disruption a Client cannot contact their Advisor, the Client should call Fintegra's number 1-800-870-7993 or the alternative number at 1-763-585-0503. If the Client cannot access Fintegra through either of those means, they should contact Fintegra's clearing firm, Pershing, at 1-800-443-4342, for instructions on how it may provide prompt access to funds and securities, enter orders, and process other trade-related, cash, and security transfer transactions.

Fintegra plans to quickly recover and resume business operations after a significant business disruption and respond by safeguarding employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing Fintegra customers to transact business. In short, Fintegra's business continuity plan is designed to permit the firm to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

Fintegra's Business Continuity Plan addresses: data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if Fintegra is unable to continue business.

Depending on the program you choose, Pershing and/or Charles Schwab & Co., Inc. backs up Fintegra's important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, Fintegra has been advised by its custodians that their objective is to restore their own operations and be able to complete existing transactions and accept new transactions and payments within a reasonable time. Please note, Client orders and requests for funds and securities could be delayed during this period.

Significant business disruptions can vary in their scope, such as only affecting Fintegra, a single building housing our firm, the business district or city where Fintegra is located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only Fintegra or a building housing our firm, Fintegra will transfer its operations to an alternative site when needed and expect to recover and resume business within one trading day. In a disruption affecting its business district, city, or region, Fintegra will transfer its operations to a site outside of the affected area, and recover and resume business within a reasonable time. In either situation, Fintegra plans to continue in business, transfer operations to our clearing firm if necessary, and notify all Clients through the Fintegra website www.fintegra.com or the Fintegra customer emergency number, 1-800-870-7993, on how to contact Fintegra. If the significant business disruption is so severe that it prevents Fintegra from remaining in business, Fintegra will assure our customer's prompt access to their funds and securities.

If a Client has any questions about Fintegra's Business Continuity Plan, they can write to:

Fintegra Financial Solutions
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

PRIVACY POLICY

Fintegra is committed to the confidentiality and protection of personal non-public information obtained from its customers. The privacy of Client personal information and the way Fintegra treats that information is among Fintegra's highest priorities.

Fintegra collects and maintains information necessary for us to be able to provide the services requested by our Clients and to administer their business relationship with Fintegra. Fintegra collects non-public personal information from the following sources: information received from the Client on applications and other forms; information about Client transactions; and information received from a consumer reporting agency.

Fintegra only shares Client non-public personal information with affiliated companies, or non-affiliated companies (or individuals) that perform servicing or marketing services on Fintegra's behalf (or to other financial institutions with whom Fintegra has a joint marketing agreement with) or as permitted by law (such as government agencies).

When Fintegra provides non-public personal information to a service provider or another financial institution with which Fintegra has a joint market agreement, Fintegra requires the provider to agree to safeguard Client information, to use that information only for the intended purpose and to abide by our information-handling practices. If the Client closes their account or becomes an inactive customer, Fintegra will continue to adhere to these privacy policies and practices.

Fintegra restricts access to Client personal and account information so that only those Fintegra employees, Advisors, or agents who need to know that information to provide products or services to the Client, are allowed access to that information. Fintegra maintains physical, electronic, and procedural safeguards to guard Client non-public personal information.

As a member of the financial services industry, Fintegra is providing this notice for informational purposes and will update and distribute it as required by law.

CODE OF ETHICS

Responsibility. Fintegra Advisors must conduct their business with the highest level of ethical standards and in keeping with their fiduciary duties to their Clients. Fintegra Clients deserve undivided loyalty and effort, and their interests come first. Advisors must avoid even the appearance of impropriety. Advisors must not take inappropriate advantage of their positions and the access to information that comes with their positions.

Fintegra Advisors must comply with applicable federal and state securities laws, as well as regulations and rules of the SEC. By accepting employment with Fintegra, all Advisors have agreed to be bound by this Code of Ethics. Each Advisor must certify in writing his/her understanding of and intention to comply with this Code of Ethics (including any amendments).

Duty to Clients. Fintegra Advisors have a duty to exercise their authority and responsibility for the benefit of the Client, to place the interests of the Client first, and to refrain from having outside interests that conflict with the interests of the Client. Advisors must avoid any circumstances that might adversely affect or appear to affect their duty of complete loyalty to the Client. Fintegra Advisors should endeavor to deal fairly with their Clients, service providers and competitors.

Prohibited Acts. Advisors are prohibited from conducting the following practices: (1) employing any device, scheme or artifice to defraud; (2) making any untrue statement of a material fact; (3) omitting to state a material fact necessary in order to make a statement, in light of the circumstances under which it is made, not misleading; (4) engaging in any fraudulent or deceitful act, practice or course of business; or, (5) engaging in any manipulative practices.

Conflicts of Interest. Each Fintegra Advisor should be scrupulous in avoiding any conflict of interest with regard to their Clients' interests. A "conflict of interest" occurs when the interests of Fintegra or a Fintegra Advisor interferes with a Client's private interest. A conflict situation can arise when an Advisor pursues interests that prevent the Advisor from performing his/her duties for the Client objectively and effectively. Any conflict of interest that arises in a specific situation or transaction must be disclosed by the Advisor to the Client and resolved before taking any action.

Advisors have a duty to disclose potential and actual conflicts of interest to their Clients. All Advisors have a duty to report potential and actual conflicts of interest to Fintegra. Conflicts of interest may not always be evident, and Advisors are required to consult with the Fintegra Chief Compliance Officer if they are uncertain about any situation.

Business Gifts and Entertainment. The purpose of business entertainment and gifts in a business setting is to create goodwill and a sound working relationship, not to gain unfair advantage. Therefore, no gift or entertainment will ever be offered, given, provided or accepted by any Fintegra Advisor in connection with Fintegra's business unless it: (1) is not a cash gift, (2) is consistent with customary business practices, (3) is not excessive in value [defined as having a value under \$100.00], (4) cannot be construed as a bribe, payoff or kickback and (5) does not violate any laws or regulations.

Fintegra's full Code of Ethics is available upon your request. If you wish to receive a copy, please contact your Advisor or send a written request to the Fintegra address that is listed under the "Account Instructions" section of this document.

Suitability. Fintegra Advisors shall only recommend those investments and services that the Advisor has a reasonable basis for believing are suitable for the Client, based upon the Client's particular situation, suitability, profile and circumstances. In addition, Clients should be instructed to immediately notify their Advisor of any significant changes in their situation or circumstances so that the Advisor can respond appropriately.

Personal Securities Transactions. Fintegra Advisors are required to report all personal securities transactions conducted by them or any member of their household by notifying Fintegra via duplicate statements submitted to the Fintegra home office. Fintegra shall maintain current and accurate records of all personal securities transactions of its Advisors. Fintegra will review all personal securities transactions involving Fintegra Advisors on a monthly basis to ensure the Advisor is not in violation of their duty to place the Client and their transactions first.

Insider Trading. All Advisors are prohibited from trading either personally or on behalf of others, on material non-public information or communicating material non-public information to others in violation of Section 204A of the SEC regulations. To this point, the Fintegra Code of Ethics must be read and signed by every officer, director, Advisor and employee. Covered persons should be instructed to direct any questions regarding Fintegra's policy on insider trading to the Chief Compliance Officer.

Fiduciary Duty. Pursuant to Section 206 of the Advisers Act, Advisor is prohibited from engaging in fraudulent, deceptive or manipulative conduct. Compliance with this duty involves more than acting with honesty and good faith alone. It means that Fintegra Advisors have an affirmative duty of utmost good faith to act solely in the best interest of their Clients. In pursuit of this duty, Fintegra requires all Advisors to acknowledge their reading, understanding and agreement with Fintegra's Code of Ethics.

Fiduciary Obligations. Advisor is subject to the following specific fiduciary obligations when dealing with Clients: (1) the duty to have a reasonable, independent basis for the investment advice provided; (2) the duty to obtain best execution for a Client's securities transactions; (3) the duty to ensure that investment advice is suitable to meeting the Client's individual objectives, needs, and circumstances; and, (4) a duty to be loyal to Clients.

Disinterested Advice. Fintegra and its Advisors must provide advice that is in the Client's best interest and Advisors must not place their interests ahead of the Client's interests under any circumstances.

Confidentiality. Client records and financial information must be treated with strict confidentiality. Under no circumstances should such information be disclosed to any third-party that has not been granted a legal right from the Client to receive such information.

Fraud. Engaging in any fraudulent or deceitful conduct with Clients, or potential Clients, is strictly prohibited. Examples of fraudulent conduct include, but are not limited to: misrepresentation; nondisclosure of fees; and, misappropriation of Client funds.

OTHER BUSINESS ACTIVITIES

In addition to being registered with the SEC as an Investment Advisor, Fintegra is registered with FINRA as a securities broker-dealer and provides most of the customary services that a full service broker-dealer does as its primary business. Fintegra is also licensed as an insurance agency with the State of Minnesota. Fintegra is a member of the Securities Investor Protection Corporation (SIPC) and FINRA. Fintegra began its brokerage operations in 1998 and investment advisory operations in 2000 and employs the clearing services of Pershing to carry brokerage accounts and execute transactions for its Clients.

Fintegra contracts with Advisors to offer investment, insurance, and advisory products and services to their customers. These contractual arrangements require that the Advisors offering the products and services to their Clients be appropriately registered or licensed with applicable regulatory agencies.

Fintegra's strict policy is that the interest of the Client takes precedent over the Advisor's interests, and the interests of Fintegra. Accordingly, the Advisor must disclose any and all material relationships that they may have with respect to any investment recommendation made to the Client.

By virtue of Fintegra's triple status as a broker-dealer/registered investment advisor/insurance agency, its Advisors are eligible to be compensated via commissions paid on applicable securities and/or insurance products for accounts they act as Registered Representatives and Insurance Agents on. Therefore, in addition to providing financial planning, asset management, and other related advisory services, an Advisor may also recommend the purchase of securities or insurance for a Client outside their advisory role. Under these circumstances, the Advisor could be entitled to receive a commission through the broker-dealer or insurance agency on the transaction.

Specifically, a Fintegra Advisor may recommend some securities or insurance products to a Client, the sale of which will generate commissions, for the non-advisory part of the Client's portfolio.

INVESTMENT MANAGEMENT PROGRAMS

FAME

(FINTEGRA ASSET MANAGEMENT EXPERT)

ASSET MANAGEMENT PROGRAM (AMP)

Services Provided

On a non-discretionary basis, the Advisor will provide investment advice and services on mutual funds, stocks, bonds, options, and other investments. Prior to offering the AMP option, the Advisor will discuss the Client's investment needs and financial situation in order to determine which investments and services may be the most appropriate for the Client. The Client will make the final decision on all Advisor recommendations, including trade executions. The Advisor will provide frequent communications with the Client to answer any questions and discuss account performance.

Fintegra will provide the Client with confirmations and statements of activity on all executed transactions in their FAME account. In addition, monthly statements will be sent to the Client's address of record for any month having activity. If no activity is conducted, a quarterly statement will be sent at the end of every quarter.

The minimum account requirements for the AMP options are as follows:

- \$50,000, or
- Other AMP accounts of \$25,000 or more may be househanded or pooled to allow smaller accounts as long as one of the househanded accounts is at or above the minimum.

Payment for Services

The comprehensive annual fee for the FAME program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, independent portfolio manager hiring, changes or termination, progress reports, rebalancing, and consulting services. The fee also includes trade execution and custody services. Finally, the fees charged are inclusive of commissions, meaning that no execution or commission fees over and above the FAME fee will be charged to the Client.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the FAME account, may also have charges

and expenses that are imposed independently from the FAME fee that may include investment management and administrative and transaction expenses. Mutual funds and unit investment trusts may reallocate to Fintegra and/or its affiliated Advisors a portion of their management fee for providing ongoing advisory services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the average market value of the eligible assets in the account during the quarter:

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

*Compensation received by the Advisor recommending the FAME program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses.

A FAME fee will be charged quarterly to each FAME account based on the market value of Eligible Assets held in the FAME account on the last business day of the quarter. The quarterly FAME fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Fintegra will automatically debit the FAME fee from the FAME account.

Please read the FAME Pamphlet for specific details on services provided and fees charged.

INDEPENDENT PORTFOLIO MANAGERS (IPM)

Services Provided

The Advisor will review the Fintegra database of independent portfolio managers, and provide information on a group of managers that the Advisor believes may meet the Client's investment objective and investing profile. The Client will make the final decision as to which independent portfolio manager(s) are selected. Fintegra and the Advisor will not exercise discretionary authority to hire or terminate an independent portfolio manager on the Client's behalf. Neither Fintegra nor the Advisor will hold discretionary authority over the Client's account. However, the independent portfolio manager that the Client selects will have discretion over the assets held in the Client's account, within any guidelines that the Client sets.

Fintegra will provide the Client with confirmations and statements of activity on all executed transactions in their FAME account. In addition, monthly statements will be sent to the Client's address of record for any month having activity. If no activity is conducted, a quarterly statement will be sent at the end of every quarter.

The minimum account requirements for the IPM options are as follows:

- \$100,000, or
- Please note that individual manager minimums also apply and may be higher than \$100,000.

Payment for Services

The comprehensive annual fee for the FAME program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, independent portfolio manager hiring, changes or termination, progress reports, rebalancing, and consulting services. The fee also includes trade execution and custody services. Finally, the fees charged are inclusive of commissions, meaning that no execution or commission fees over and above the FAME fee will be charged to the Client.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the FAME account, may also have charges

and expenses that are imposed independently from the FAME fee that may include investment management, administrative, and transaction expenses. Mutual funds and unit investment trusts may reallocate to Fintegra and/or its affiliated Advisors a portion of their management fee for providing ongoing advisory services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our FAME platform. These maximum fees are based on the average market value of the eligible assets in the account during the quarter:

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

*Compensation received by the Advisor recommending the FAME program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses.

A FAME fee will be charged quarterly to each FAME account based on the market value of Eligible Assets held in the FAME account on the last business day of the quarter. The quarterly FAME fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Fintegra will automatically debit the FAME fee from the FAME account.

Please read the FAME Pamphlet and the independent portfolio managers' program brochure or ADV Part II for specific details on services provided and fees charged.

CHARLES SCHWAB & CO., INC.

STANDARD ADVISORY PROGRAM

Services Provided

On a non-discretionary basis, the Advisor will provide investment advice and services on no load funds, mutual funds, stocks, bonds, options, and other investments. Prior to offering the Charles Schwab & Co., Inc. program, the Advisor will discuss the Client's investment needs and financial situation in order to determine which investments and services may be the most appropriate for the Client. The Client will make the final decision on all Advisor recommendations, including trade executions. The Advisor will provide frequent communications with the Client to answer any questions and discuss account performance.

Charles Schwab & Co., Inc. will provide the Client with confirmations and statements of activity on all executed transactions in their Schwab brokerage account. In addition, monthly statements will be sent to the Client's address of record.

The minimum account requirements are as follows:

- \$50,000, or
- Other Charles Schwab & Co., Inc. accounts of \$25,000 or more may be househanded or pooled to allow smaller accounts as long as one of the househanded accounts is at or above the minimum.

Payment for Services

The comprehensive annual fee for the Charles Schwab & Co., Inc. Standard Advisory program is a fee that encompasses all investment advisory services rendered, including: strategic asset allocation, investment style allocation, investment management research and evaluation, changes or termination, progress reports, rebalancing, and consulting services. The fee also includes trade execution and custody services. Finally, the fees charged are inclusive of commissions, meaning that no execution or commission fees over and above the advisory fee will be charged to the Client.

Mutual funds, unit investment trusts, or other fund vehicles such as exchange traded funds that may be utilized in the advisory account, may also have charges and expenses that are imposed independently from the advisory fee that may include investment management and administrative and

transaction expenses. Mutual funds and unit investment trusts may reallocate to Schwab a portion of their management fee for providing ongoing services to the account. These fees, if applicable, are explained fully in the fund prospectuses.

Fintegra sets a maximum fee allowable for our Investment Advisory platform. These maximum fees are based on the average market value of the eligible assets in the account during the quarter:

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

*Compensation received by the Advisor recommending the Charles Schwab & Co., Inc. program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses. These fees, if applicable, are retained by Charles Schwab & Co., Inc.

An advisory fee will be charged quarterly to each investment advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Charles Schwab & Co., Inc. will automatically debit the advisory fee from the investment advisory account.

Please read the Charles Schwab & Co., Inc. WRAP Fee Program Brochure or their ADV Part II for specific details on the services provided and fees charged.

MANAGED ACCOUNT SELECT

Services Provided

The Advisor will review the Charles Schwab & Co., Inc. database of pre-screened and researched institutional money managers, and provide information on a group of managers that the Advisor believes may meet the Client's investment objective and investing profile. Schwab currently has over 45 managers and 66 different investment styles to choose from. The Client will make the final decision as to which money managers are selected. Neither Fintegra nor the Advisor will hold discretionary authority over the Client's account. However, the money manager(s) that the Client selects will have discretion over the assets held in the Client's account.

Charles Schwab & Co., Inc. will provide the Client with confirmations and statements of activity on all executed transactions in their Charles Schwab & Co., Inc. advisory account. In addition, monthly statements will be sent to the Client's address of record.

The minimum account requirements for the Managed Account Select program are as follows:

- \$100,000 for equity strategies, and
- \$250,000 for fixed income strategies.

Please note that some money managers may have different minimums that must be met.

Payment for Services

Schwab Institutional has negotiated agreements with all of the money managers in the Select program to offer competitive fees of 1% or less for equity accounts and 0.70% or less for fixed income accounts, including the money manager's fee and Charles Schwab & Co., Inc.'s brokerage services fee (but exclusive of the fee charged by the Advisor).

Fintegra sets a maximum fee allowable for our investment advisory platform. These maximum fees are based on the average market value of the eligible assets in the account during the quarter:

ELIGIBLE ASSETS \$		NET ANNUAL FEE RATES*
\$1	\$500,000	2.75%
\$500,001	\$1,000,000	2.50%
\$1,000,001	\$2,000,000	2.25%
\$2,000,001	Over	2.00%

*Compensation received by the Advisor recommending this Charles Schwab & Co., Inc. program is based on the investment advisory fees you pay. This includes the Net Annual Fee that is automatically deducted from the account and any additional fees you may incur. Clients may be subject to certain other fees which are over and above the Net Annual Fee. Mutual funds have their own internal fees and expenses, which include management fees, distribution and shareholder service (12b-1) fees and other expenses. These fees, if applicable, are retained by Charles Schwab & Co., Inc.

An advisory fee will be charged quarterly to each investment advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. Charles Schwab & Co., Inc. will automatically debit the advisory fee from the investment advisory account.

There may be additional money managers available to you through the Charles Schwab & Co., Inc. program. However, neither Charles Schwab & Co., Inc. nor Fintegra will be performing the due diligence or ongoing monitoring of these managers. The decision to utilize any of these additional managers will be the client's. This decision will be based on information and guidance from their Investment Advisor Representative.

Please read the Schwab Managed Account Select Program Brochures or their ADV Part II for specific details on the services provided and fees charged.

Please see the enclosed "Investment Advisory Addendum: Investment Management Programs" for details regarding optional/additional investment management programs available.

FINANCIAL PLANS / CONSULTING FOR A FEE

What is a Financial Plan? A Financial Plan is a document that is broader in scope and seeks to address a wide spectrum of the Client's long term needs (i.e. investments, risk management, taxes and estate planning).

A select group of Fintegra's Account Executives may offer financial planning advice for a fee as an Investment Advisor Representative (IAR) under Fintegra's SEC Registered Investment Advisor (RIA).

Only those with appropriate credentials, training, experience, and approval from Fintegra will be allowed to provide fee based financial planning services as a financial planner (FP).

Services Provided

Prior to engaging the Representative to provide financial planning and/or consulting services, the Client will be required to enter into a Financial Planning/Consulting Agreement with Fintegra setting forth the terms and conditions of the services to be provided.

As part of the initial financial planning/consulting services, the Representative will obtain from the Client a full, clear and complete understanding of the Client's current financial situation, financial holdings, investment objectives, risk tolerance, and investment needs and wants. The Client is responsible for the accuracy and adequacy of information, records, and data provided to the Representative.

Once all of the Client's information is assembled by the Representative, the Representative will analyze the Client's present financial situation. That analysis will depend on the scope of the agreement and what was contracted for, but could include: formulation of goals and objectives, cash management and budgeting, investment/portfolio review and planning, risk management planning (life, disability, long-term care, and individual medical), retirement planning, education funding and planning, charitable (planned) giving, income planning, etc.

The Representative will provide a written analysis and recommended actions for the Client to take in the form of a financial plan. The written financial plan may refer to such financial areas as the holding or sale of securities and other assets, the Client's projected income, projected cash flow, retirement planning, education funding planning, and risk management planning.

The Client is under no obligation to implement any recommendations with Fintegra or the Representative and is free to accept or reject any recommendations made in the financial plan.

Payment for Services

Fintegra may offer Clients a broad range of financial planning and/or consulting services on a flat fee basis. Fintegra's financial planning and consulting fees are all negotiable and can deviate based on unique situations. Flat fees generally range from \$500-\$2,000 depending on the level and scope of the services required by the Client. These fees may be offset by future product purchases.

Either the Representative or the Client may terminate the financial planning agreement at any time. This Agreement may be terminated at any time by either party by written notice to the other party. All fees paid for and not earned at the date of termination will be refunded to the Client.

MANAGING AND SUPERVISING EXECUTIVES

Kevin J. Larson is the Chief Compliance Officer with Fintegra. Mr. Larson was born on February 10, 1969. He has been in the financial services industry since 1995. Prior to joining Fintegra, he served as the Leader of Investment Advisory Compliance with Thrivent Financial for Lutherans. He also served in various roles within Thrivent's Operations, Financial Planning, and Compliance Departments. Mr. Larson is a graduate of St. Cloud State University and holds his FINRA General Securities Representative license (Series 7), General Securities Principal (Series 24), General Options Principal (Series 4), Municipal Bond Principal (Series 53), and State and Investment Adviser Representative (Series 66).

Steve "Henri" Henriksen is the Senior Vice President of Partner Support at Fintegra. Mr. Henriksen was born December 3, 1958. He has over 25 years experience in the financial services field. Prior to joining Fintegra, he was a Product Manager for Private Financial Services at U.S. Bancorp, where he oversaw the creation and implementation of products and services for the affluent market. Prior to U.S. Bancorp, Mr. Henriksen worked in the brokerage and banking area with Citibank in the San Francisco Bay Area.

Mr. Henriksen received his Bachelors Degree in Business Administration from Metropolitan State University and his Certified Financial Para-planner designation from the College of Financial Planning. He holds the FINRA General Securities Representative (Series 7), General Securities Principal (Series 24), and Uniform Securities Agent (Series 63) registrations, and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.

Deborah L. Bluhm is the Fee-Based Program Manager with Fintegra. Mrs. Bluhm was born on October 7, 1969. She has been in the financial services industry since 1994. Prior to joining Fintegra, she was a Registered Representative with Commonwealth, where she also managed individual client portfolios and compiled data, drafted and presented financial plans to clients. She has also served as an Advisor with AEFA/Ameriprise and Wealth Enhancement Group and as a Paraplanner with IDS/AEFA. Mrs. Bluhm is a graduate of the University of Minnesota and holds her FINRA General Securities Representative license (Series 7), General Securities Principal (Series 24), Uniform Securities Agent (Series 63), and Investment Adviser Representative (Series 65), the CRPC designation and is licensed in the State of Minnesota for life, health, and variable insurance and annuity contracts.

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (herein "Agreement"), dated as of _____, is by and between Fintegra Financial Solutions (herein "Fintegra"), Fintegra Investment Advisor Representative, _____, (herein "Representative") and you, _____, (herein "Client").

WHEREAS, Fintegra is registered with the Securities and Exchange Commission as an investment advisor pursuant to the Investment Advisors Act of 1940, and the rules and regulations promulgated there under, as amended, and has filed the appropriate notices in all states where such filings are required. Representative is registered as an investment advisor representative of Fintegra, and provides advisory services on behalf of Fintegra.

WHEREAS, Fintegra and Representative (collectively herein "Advisor") are in the business of providing investment advisory services to individuals and entities through various investment management programs.

WHEREAS, Client desires to open an investment advisory account and receive the non-discretionary investment advisory services offered by Advisor or discretionary services offered by a third party money manager according to their separate agreement.

WHEREAS, Client desires to open an investment account at the investment management's clearing firm to provide custody and other related clearing services in relation to the Client's participation in the Fintegra investment advisory program.

NOW THEREFORE, in valuable consideration of the mutual promises, covenants, and undertakings set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Client hereby agrees to retain Advisor to provide advisory services and establish an investment advisory account on the terms described as follows:

- 1. ADVISOR AUTHORITY** – There are two different levels of authority which is determined by the type of investment advisory account chosen. 1. The Advisor shall have the power and authority to supervise and direct, on a non-discretionary basis, the investments within the Client's investment advisor account, to include the effectuation of Client approved purchases and sales of any securities and instruments and any other transaction therein. The transactions in the investment advisor account shall be made in accordance with the Client's disclosed investment objectives and risk tolerances as detailed in the investment advisor Account Application, as they may be amended from time to time by the Client by notice to the Advisor. (i.e. FAME AMP program, Schwab standard program, Accessor program) 2. Independent money managers have been granted discretionary trading authority (no consultation with the client is made regarding account holding changes) as per the executed third party agreement. (i.e. FAME IPM managers, Curian, FTJ Fund Choice, Schwab money managers).
- 2. CLIENT AUTHORITY** – There are two different levels of authority on the investment advisory accounts, which is dependent upon the type of investment advisory account chosen. The Client represents and confirms that Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms

or similar and applicable documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client agrees to deliver all applicable organizational documents, to communicate and deliver all documentation memorializing the Client's investment objectives, goals, risk tolerances, investment restrictions, and any other documentation as the Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents, and agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents ownership of all securities and monies deposited in the investment advisor account and that no restrictions on disposition exist as to any such property.

3. **CONFIDENTIAL RELATIONSHIP** – All information and recommendations furnished by either party to the other shall, at all times, be treated in strict confidence, and shall not be disclosed to third persons except as may be required or allowed by law, applicable regulations, upon the prior written approval of the other party to this Agreement, or within the guidelines of Fintegra's Privacy Policy as detailed previously in this Fintegra Financial Solutions Investment Advisory Brochure.
4. **OWNERSHIP AND CUSTODY OF SECURITIES** – Client represents that Client is the sole owner of the cash and securities within the investment advisory account which are hereby placed under the non-discretionary supervision of the Advisor. It is further represented that Client has full power and authority to enter into this Agreement and to commit the investment advisory account assets to the Advisor's supervision. The Client attests to the investment advisory account assets as being at all times during the continuation of this Agreement, free, clear and unencumbered.
5. **CUSTODIAN SERVICES** – The Investment Advisor Representative does not serve as custodian of any Client funds or securities. Investment advisory account assets subject to the Advisor's supervision will be maintained in street name with the appropriate custodian, dependent upon the program selected. Client authorizes Advisor to relay Client instructions to custodian as may be appropriate in connection with the management and clearing services of the investment advisor account assets.
6. **PROXY VOTING** – The Advisor claims no ownership rights, by virtue of its advisory relationship, to any Client owned securities. The Client retains all incidental rights of ownership of Client securities including the right to vote securities held in Client's name or in nominee name.

The Advisor shall have no authority or obligation to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities in which assets of Client's investment advisor account may be invested from time to time. Client expressly retains the authority and responsibility for the voting of such proxies.

7. **CLAIM LITIGATION FILING** – Client represents that Client has sole authority to file any claims or institute litigation regarding Client's assets in the investment advisor account. It is further represented that the Advisor is under no obligation or responsibility to file any claim, arbitration or litigation on Client's behalf with respect to any holdings in the Client's investment advisor account.
8. **LIABILITY** – Federal and State securities laws impose liabilities under certain circumstances on persons who do not act in good faith. Therefore, this agreement does not constitute a waiver by Client or Advisor of any legal rights under common law or Federal and State securities laws.
9. **COMMUNICATIONS** – Any notice to Client required hereunder, not including any report, summary, statement or other usual communication, shall be sent by US mail to Client's address of record. The mentioned addresses may be changed by appropriate notice given in accordance with this provision. The Advisor shall notify Client of any significant changes in the membership of Fintegra within a reasonable time after such change.

- 10. CHANGE IN CIRCUMSTANCES** – The Advisor renders continuous non-discretionary management services based on the individual needs of the Client as determined by the Client's stated goals, investment objectives, risk tolerances and other suitability assessment documentation as provided by the Client in the investment advisor Account Application, in addition to the Advisor's interviews and communications with the Client. It shall be the Client's responsibility to communicate to the Advisor, any changes in the Client's financial circumstances.
- 11. FEES AND COMPENSATION OF THE ADVISOR** – Compensation of the Advisor for its investment management services shall be paid quarterly in advance in accordance with the fee as determined and mutually agreed to by the Advisor and Client in the investment advisor Account Application, and if applicable, the third party money management agreement. The Client agrees that the quarterly fee will be deducted from the Client's investment advisor account. Fees will be assessed and paid to the Advisor per the Fintegra Financial Solutions Investment Advisory Brochure.
- 12. MINIMUM ACCOUNT SIZE** – Client agrees to abide by Advisor's minimum account size requirements for investment advisor accounts as detailed in the Fintegra Financial Solutions Investment Advisory Brochure.
- 13. ACKNOWLEDGMENT OF BROCHURE** – Client's signature below acknowledges that Client has received, has had the opportunity to read, and fully understands the Fintegra Financial Solutions Investment Advisor Brochure ("Brochure"). Rule 204-3 of the Investment Advisors Act of 1940 requires Advisor to deliver the Brochure to the Client. If the Brochure was received less than 48 hours before the Client signed the Agreement, the Client has the right to cancel the contract without penalty within five days.
- 14. RISK DISCLOSURE STATEMENT** – Any investment entails the risk of loss, and your Advisor seeks through their recommendations and investment decisions to help limit any losses. Client is advised that there have been loss periods in the past and there may likely be loss periods in the future. Advisor emphasizes, and Client acknowledges and agrees, that investment returns, particularly over shorter time horizons, are highly dependent on trends in the various investment markets. Thus, the investment advisor accounts are generally suitable for long-term investment objectives or strategies, rather than for short-term trading purposes. Advisor makes no guarantees with respect to the performance of Client's investment advisor account. Client understands that there is no guarantee that Client's investment objectives will be achieved and that the Client could lose money.
- 15. ASSIGNMENT** – This Agreement may not be assigned, as defined by the Investment Advisor Act Section 205(a) (1)-(2), by either party without a 60 day prior consent to the other. The Client agrees to Advisor's use of negative consent letters for the purpose of obtaining Client consent.
- 16. ADDITIONAL CONFLICTS OF INTEREST** – The Client agrees that due to possible conflicts of interest, the Advisor may rightfully refrain from rendering any advice or services concerning securities of companies of which any of the Advisor's, or affiliates of the Advisor's officers, directors, or employees are directors or officers, or companies in which the Advisor or any of the Advisor's affiliates or the officers, director and employees may have substantial economic interest. If you were to transfer in B or C share mutual funds you will be subject to a higher 12b-1 fee, than if you had purchased a load-waived A share or a no-load mutual fund.
- 17. NON-EXCLUSIVE ADVISORY SERVICES** – It is understood by the Client that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Client's investment advisor account. Nothing in this

Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Client's investment advisor account. The Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Client's investment advisor account, any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor.

18. ARBITRATION – It is agreed by Client and by the Advisor that any and all controversies concerning the validity of this Agreement, any of its terms or provisions, the construction, performance or breach of this Agreement, or any other matter which may arise between Advisor and Client shall be determined by arbitration. Such arbitration will be conducted by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules in the State of Minnesota; provided however, that if such controversy between the parties relates to a controversy to which Pershing is a party and that is or becomes the subject of an arbitration before the Financial Industry Regulatory Authority (“FINRA”) of which Pershing is a member, then the arbitration relating to the controversy between the parties shall be conducted by the NASD. Judgment on the award rendered by the arbitration panel (AAA or FINRA) shall be final and may be entered in any court having jurisdiction thereof.

The Client is made aware that the following conditions apply to this Agreement to arbitrate set forth below: (1) arbitration is final and binding on the parties; (2) pre-arbitration discovery is generally more limited than and different from court proceedings; (3) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rules by the arbitration panel is strictly limited; and (4) the panel of arbitrators will typically include a minority or arbitrators who were or are affiliated with the securities industry.

Client shall not bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

This agreement to arbitrate does not constitute a waiver of any right provided to Client by the Advisors Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

19. TERMINATION OF AGREEMENT – This Agreement may be terminated at any time by either party by written notice to the other party. If a client terminates, closes or transfers their investment advisor account during any part of the quarter, the fee paid for that quarter will be inclusive of all services provided to you during that quarter. A prorated portion of the quarterly fee will not be refunded. The quarterly fee assessed will be paid in its entirety. Client's death shall not terminate this Agreement until the Advisor has received actual written notification of said death.

(All items below this line must be submitted to Fintegra)

20. THIRD PARTY AGREEMENT TERMS AND CONDITIONS – The Terms and conditions of third party advisory agreements executed by you in connection with this engagement are hereby acknowledged. Third party agreements have been executed with the following money managers:

- FAME Independent Portfolio Managers/TAMP
 - Morningstar Investment Services
 - Other Money Manager _____ (please specify)

- Schwab (**B and C shares are prohibited on this platform**)
 - Standard Advisory Program
 - Managed Account Select
 - Other Money Manager _____ (please specify)

FOR SCHWAB ACCOUNTS ONLY					
<i>Fee Schedule</i>			<i>Annual Fee</i>	<i>Client Schedule (if different)</i>	
<u>Market Value</u>			<u>Default/Max</u>	<u>Flat Fee Percentage</u>	
\$1	-	\$ 500,000	2.75%	_____	%
\$500,001	-	\$1,000,000	2.50%	_____	%
\$1,000,001	-	\$2,000,000	2.25%	_____	%
\$2,000,001	and over		2.00%	_____	%

- Third Party Money Manager
 - Accessor Funds
 - Curian
 - FTJ FundChoice
 - Other Money Manager _____ (please specify)

21. NOTICES – All notices required or permitted to be sent under this Agreement shall be sent to the Advisor’s address of record or the following address of record:

Fintegra Financial Solutions
6120 Earle Brown Drive, Suite 550
Minneapolis, MN 55430

All notices required or permitted to be sent under this Agreement shall be sent to the Client at the address of record provided by the Client. All notices hereunder shall be sufficient if delivered by facsimile, US mail, overnight delivery or by hand. Any notice shall be deemed to be given only upon actual receipt.

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22. SEVERABILITY – It is understood by the parties hereto that if any term, provision, duty, obligation, or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with the applicable state law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

23. CHANGES OR ALTERATIONS TO CONTRACT – Any changes or alterations to this document must be approved by the President of Fintegra Financial Solutions in writing. Changes not approved in writing by Fintegra are not valid or legally binding and the original agreement will take precedence.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year written below:

For the Client

(Client Signature) _____ / ____ / ____
(Date)

(Client Signature) _____ / ____ / ____
(Date)

(Client Street Address, City, State, Zip Code)

For the Representative

(Fintegra Investment Advisor Representative Signature) _____ (AE #) _____ / ____ / ____
(Date)

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FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement (herein "Agreement"), dated as of _____, is by and between Fintegra Financial Solutions (herein "Fintegra"), Fintegra Investment Advisor Representative, _____, (herein "Representative") and you, _____, (herein "Client").

1. SERVICES – Representative agrees to meet with Client for the purpose of acquiring data concerning Client's assets, liabilities, present and anticipated obligations and present and future income and financial goals. Client agrees to provide all such information and data. Within a reasonable time after receipt of this information, and in reliance upon the accuracy and completeness thereof, representative agrees to provide the client with a report as selected below:

- Financial Goal Plan (including items checked below)
 - Retirement Planning
 - College Funding
 - Other Goal _____
 - Risk Management Planning (i.e. life, disability, long term care insurance)
 - Estate Planning

Asset Allocation Plan (risk tolerance and asset allocation)

Lifetime Income Plan (Monte Carlo simulation)

Review/Update of previous plan – Type of plan updating _____

2. FEES – The fees for the above services are as follows: As compensation for rendering the services described in 1 above, Client agrees to pay Representative a fee upon completion of the financial plan or service agreed upon. The fee for these services is negotiable, and Client hereby agrees that such fee shall be:

\$_____ flat fee

3. TERMINATION – Representative's affiliation under this Agreement terminates at the time services contracted for pursuant to this Agreement are rendered to the Client(s). This Agreement is for the provision of finite financial planning services and is not intended to be used as the basis for an ongoing financial planning arrangement or relationship.

4. CONFIDENTIALITY – None of the information and data which Client provides will be disclosed by the Representative to any other non-related firm, person or entity without the prior consent of Client, unless such disclosure is required by law.

5. DISCLOSURE OF INTEREST AND CAPACITY – Client understands that this Agreement obligated Representative to prepare a plan, report of consultation for Client as agreed in paragraph 1, and that the delivery of the plan, report or consultation represents the termination of this service. After the delivery of services described in this Agreement, Client may, through a separate agreement, select Representative, or any other brokerage firm and/or registered representative to

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implement securities transactions. Client acknowledges that the financial plan, report, or consultation will not serve as a primary basis for any investment decisions with respect to Client's retirement plan or IRA assets.

- 6. RELIANCE ON CLIENT INFORMATION; INDEMNIFICATION; BASIS OF ADVICE** – Client represents that all financial and other information that it furnishes to Representative relating to Client's assets, liabilities, present and future income and obligations is true and correct and may be relied upon by Representative for the purposes of providing the services described in this Agreement. Client agrees to inform Representative in writing of any material change in Client's circumstances, which might affect the manner in which Client's assets should be invested. Representative shall not have any liability for Client's failure to timely inform it of any material change in Client's financial circumstances. Further, Client hereby indemnifies Representative and Fintegra, for any loss, claims or damages, including legal fees, which may result from Representative's reliance upon the information provided by Client. Client further acknowledges that Representative obtains information from a wide variety of publicly available sources and that Representative does not have or do not claim to have sources of inside or private information. The recommendations developed by the Representative are based upon the professional judgment of the Representative and cannot guarantee the results of these recommendations.
- 7. ARBITRATION** – It is agreed by Client and by the Advisor that any and all controversies concerning the validity of this Agreement, any of its terms or provisions, the construction, performance or breach of this Agreement, or any other matter which may arise between Advisor and Client shall be determined by arbitration. Such arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in the State of Minnesota; provided however, that if such controversy between the parties relates to a controversy to which Pershing is a party and that is or becomes the subject of an arbitration before the Financial Industry Regulatory Authority ("FINRA") of which Pershing is a member, then the arbitration relating to the controversy between the parties shall be conducted by the FINRA. Judgment on the award rendered by the arbitration panel (AAA or FINRA) shall be final and may be entered in any court having jurisdiction thereof.

The Client is made aware that the following conditions apply to this Agreement to arbitrate set forth below: (1) arbitration is final and binding on the parties; (2) pre-arbitration discovery is generally more limited than and different from court proceedings; (3) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rules by the arbitration panel is strictly limited; and (4) the panel of arbitrators will typically include a minority or arbitrators who were or are affiliated with the securities industry.

Client shall not bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

This agreement to arbitrate does not constitute a waiver of any right provided to Client by the Advisors Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

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- 8. **ASSIGNMENT** – This agreement cannot be assigned without the prior written consent of all parties hereto.
- 9. **DISCRETIONARY POWER** – This agreement does not grant discretionary power.
- 10. **RECEIPT OF DISCLOSURE STATEMENT** – By signing this Agreement, Client acknowledges receipt of a copy of Fintegra’s Investment Advisory Brochure describing services, personnel and fees and a copy of this Agreement. Upon receipt of a written request from Client during the term of this Agreement, Representative shall deliver, and annually during the term of this Agreement, offer to deliver, to Client, without charge, a current version of the written disclosure statement.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year written below:

For the Client

_____/_____/_____
 (Client Signature) (Date)

_____/_____/_____
 (Client Signature) (Date)

 (Client Street Address, City, State, Zip Code)

For the Representative

_____/_____/_____
 (Fintegra Investment Advisor Representative Signature) (AE #) (Date)

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ON-GOING FINANCIAL PLANNING AGREEMENT

This Financial Planning Agreement (herein "Agreement"), dated as of _____, is by and between Fintegra Financial Solutions (herein "Fintegra"), Fintegra Investment Advisor Representative, _____, (herein "Representative") and you, _____, (herein "Client").

1. SERVICES – Representative agrees to meet with Client for the purpose of on-going financial planning services, which may include the following on an annual basis or 'as needed':

- Reviewing the Client's personal and financial goals
- Net worth calculations and cash flow analysis
- Projecting and minimizing federal and state income taxes
- Education planning
- Reviewing insurance needs and estate planning issues
- Retirement planning
- Investment portfolio evaluation and recommendations
- Supporting and assisting the Client throughout the year with implementing the items on their task list generated from their financial plan
- On-going advice on 'basic' financial planning issues. Please note that the Representative reserves the right to determine whether certain client requests are beyond the scope of these 'basic' services. Any additional services or advice that the Client requests, which are beyond the scope of the services listed above, will be billed separately.
- Review/Update of previous plan – Type of plan updating _____

2. FEES – The fees for the above services are as follows. As compensation for rendering the services described in 1 above, Client agrees to pay Representative a fee:

- Prior to the initiation of the report
- As services are rendered
- Upon completion of the financial plan or service as agreed upon
- On a quarterly basis
- On a semi-annual basis (if total fee is less than \$1,000 and billed in less than \$500 increments)
- On an annual basis (if total fee is less than \$500)

The fee for these services is negotiable, and Client hereby agrees that such fee shall be:

- \$ _____ flat fee
- _____ % of Assets Under Management

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3. **TERMINATION** – This agreement shall last until either the Representative or the Client chooses to terminate it.
4. **CONFIDENTIALITY** – None of the information and data which Client provides will be disclosed by the Representative to any other non-related firm, person or entity without the prior consent of Client, unless such disclosure is required by law.
5. **RELIANCE ON CLIENT INFORMATION; INDEMNIFICATION; BASIS OF ADVICE** – Client represents that all financial and other information that it furnishes to Representative relating to Client's assets, liabilities, present and future income and obligations is true and correct and may be relied upon by Representative for the purposes of providing the services described in this Agreement. Client agrees to inform Representative in writing of any material change in Client's circumstances, which might affect the manner in which Client's assets should be invested. Representative shall not have any liability for Client's failure to timely inform it of any material change in Client's financial circumstances. Further, Client hereby indemnifies Representative and Fintegra, for any loss, claims or damages, including legal fees, which may result from Representatives reliance upon the information provided by Client. Client further acknowledges that Representative obtains information from a wide variety of publicly available sources and that Representative does not have or do not claim to have sources of inside or private information. The recommendations developed by the Representative are based upon the professional judgment of the Representative and cannot guarantee the results of these recommendations.
6. **ARBITRATION** – It is agreed by Client and by the Advisor that any and all controversies concerning the validity of this Agreement, any of its terms or provisions, the construction, performance or breach of this Agreement, or any other matter which may arise between Advisor and Client shall be determined by arbitration. Such arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in the State of Minnesota; provided however, that if such controversy between the parties relates to a controversy to which Pershing is a party and that is or becomes the subject of an arbitration before the Financial Industry Regulatory Authority ("FINRA") of which Pershing is a member, then the arbitration relating to the controversy between the parties shall be conducted by the FINRA. Judgment on the award rendered by the arbitration panel (AAA or FINRA) shall be final and may be entered in any court having jurisdiction thereof.

The Client is made aware that the following conditions apply to this Agreement to arbitrate set forth below: (1) arbitration is final and binding on the parties; (2) pre-arbitration discovery is generally more limited than and different from court proceedings; (3) the arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rules by the arbitration panel is strictly limited; and (4) the panel of arbitrators will typically include a minority or arbitrators who were or are affiliated with the securities industry.

Client shall not bring a punitive or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (1) the class certification is denied; or (2) the class is decertified; or (3) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

This agreement to arbitrate does not constitute a waiver of any right provided to Client by the Advisors Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

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- 7. **ASSIGNMENT** – This agreement cannot be assigned without the prior written consent of all parties hereto.
- 8. **DISCRETIONARY POWER** – This agreement does not grant discretionary power.
- 9. **RECEIPT OF DISCLOSURE STATEMENT** – By signing this Agreement, Client acknowledges receipt of a copy of Fintegra’s Investment Advisory Brochure describing services, personnel and fees and a copy of this Agreement. Upon receipt of a written request from Client during the term of this Agreement, Representative shall deliver, and annually during the term of this Agreement, offer to deliver, to Client, without charge, a current version of the written disclosure statement.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands as of the date and year written below:

For the Client

_____/_____/_____
 (Client Signature) (Date)

_____/_____/_____
 (Client Signature) (Date)

 (Client Street Address, City, State, Zip Code)

For the Representative

_____/_____/_____
 (Fintegra Investment Advisor Representative Signature) (AE #) (Date)

FINTEGRA FINANCIAL SOLUTIONS

INVESTMENT ADVISORY ADDENDUM: INVESTMENT MANAGEMENT PROGRAMS



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This brochure provides clients with information about Fintegra Financial Solutions Investment Advisory programs that should be considered before becoming a client of Fintegra. This information has not been approved or verified by any governmental authority. This brochure is subject to change without notice.

**Fintegra Financial Solutions
6120 Earle Brown Drive • Suite 550 • Minneapolis, MN 55430 • Phone 800-870-7993
www.fintegra.com**

INDEPENDENT PORTFOLIO MANAGERS

KOPP INVESTMENT ADVISORS (KOPP)

Services Provided

Kopp is an asset manager and manages accounts for long-term capital appreciation primarily through investment in emerging-growth companies. They develop individual portfolios of stocks on a discretionary basis, according to the Client's financial circumstances, investment objectives, risk tolerance and any special instructions as described on the "Confidential Client Questionnaire and Investment Management Agreement" that is completed by the Client. Assets allocated to Kopp are typically fully invested in the stock market in securities, cash or cash equivalents. Kopp does not provide any financial planning advice. Quarterly reports will be provided to the Client that recap account activity during that period, including money movements, purchase and sale costs, market valuations, and performance data.

Payment for Services

Advisory fees for management services are charged at an annual rate of one and one half percent (1½%). The fees are payable quarterly in advance, based on the value of all assets in the account on the last trading day of the preceding calendar quarter, prorated for partial quarters. The Client will be invoiced and the FAME account will be charged.

Either party may terminate the agreement by giving a written termination notice. Client will be obligated to pay the advisory fees prorated through the date of termination.

Please read Kopp's Part II of Form ADV or Kopp's Investment Management Agreement for specific details on the services provided and fees charged.

NICOLLET INVESTMENT MANAGEMENT, INC. (NICOLLET)

Services Provided

Nicollet is an investment advisor, which provides discretionary investment advisory services and manages the Client's assets. Nicollet structures and manages individual portfolios of individual securities. Portfolios may be comprised of 100% equities, 100% bonds, or a blend of both stocks and bonds in a balanced portfolio. The Client shall enter into its own Investment Advisory Agreement with Nicollet. Nicollet is responsible for reviewing the Client's financial information and making an overall investment recommendation for the Client. Nicollet will assess the Client's objectives in light of their ability and/or desire to assume risk. Nicollet will also be reviewing regularly the Client's account on an ongoing basis.

Nicollet will send quarterly statements to all Clients. These quarterly statements will include a complete listing of all investments held in the Client's account(s) managed by Nicollet, performance of the investments, and comparative indexes for the products managed by Nicollet.

Payment for Services

The standard fee schedule ranges from .55% to 1.10% annually, based on assets of \$250,000 to over \$50,000,000 respectively. The schedule is determined by the net asset value in the account. Nicollet's fee will be invoiced separately according to the terms to the Investment Advisory Agreement between the Client and Nicollet. The invoice amount will be charged to the FAME account.

The Investment Advisory Agreement may be terminated at any time upon thirty (30) days written notice. Fees will be prorated to the termination date and unearned fees refunded to the client.

Please read Nicollet's Part II of Form ADV or Nicollet's Investment Management Agreement for specific details on the services provided and fees charged.

THIRD PARTY MONEY MANAGERS

CURIAN CAPITAL (CURIAN)

Services Provided

Curian utilizes a four step process to provide advisory services to Clients via the Curian WRAP account. First, Curian gathers the Client's financial information from the Representative. Second, Curian analyzes the Client's financial information and identifies one or more portfolios and or investments appropriate for the Client's investment risk tolerance, time horizon, investment objectives, and investment restrictions listed by the Client, if any. Third, Curian processes and effectuates the securities transactions for the Client's account. Finally, the Client's account is managed so that the asset allocation within the Curian WRAP account is consistent with the Client's financial profile and stated goals and objectives.

Curian has an initial required investment of \$25,000. However, Curian may waive this requirement depending upon specific circumstances.

A monthly report from Curian will be delivered to the Client and will include a detail of the Client's account activity during the month, including holdings, contributions and withdrawals, and the value of the account at the beginning and end of the month. When applicable, the report will also include a fee billing statement detailing all fees and expenses payable by the Client in the subsequent month.

In addition, a quarterly performance report from Curian will be delivered to the Client and will include: 1) the asset allocation of the account; 2) the growth and performance of the account over various time periods; 3) growth and performance of the Client's Curian account relative to a number of benchmarks selected from time to time by Curian; and finally 4) a request that the Client provide any applicable and necessary updates to the information currently on file regarding the Client and their Curian account.

Payment for Services

The Curian WRAP fee is a single, consolidated, annual fee that encompasses: 1) services provided by Curian; 2) the services provided by the Representative in the introduction of the Client's account and the gathering and maintenance of the Client account information; 3) the model managers'

services in managing their respective portfolios within the Client's WRAP account; and 4) the Curian costs associated with security transactions, executions, clearing, and custody.

The annualized Curian WRAP fee is assessed on a calendar quarter basis. The fee for the calendar quarter in which the account is established is paid in arrears, based on the average daily market value of the assets in the Client's account during the initial billing period. The WRAP fee will vary depending on the portfolios utilized and the size of the account.

This fee is due on the first day of the calendar quarter following establishment of the account. Thereafter, fees are payable quarterly in advance, on the first day of each calendar quarter, and are computed based on the average daily market value of the assets in the account during the immediately preceding calendar quarter. A small percentage of assets in the Client's account will be maintained in money market funds, thereby avoiding redemption of investments and the potential for associated tax consequences.

The Client also pays a Program Fee. Part or all of the Program Fee may be used to compensate Representative for services provided as noted above. The Program Fee will be determined based on a multiple of the portion of the WRAP fee but will not exceed 3.60%. The Program Fee may be paid by the Client on a front-end or back-end basis.

The Client may terminate their participation in the Curian WRAP account within (5) five business days of entering into the agreement, upon written notice to Curian, without penalty or payment of fees of any kind. After the (5) five day period, the Client may terminate their Curian WRAP account and will receive a refund of any paid WRAP fees for any period subsequent to the termination date. However, after the initial (5) five day period, the Client may be required to pay a Program Fee.

Please read the Curian WRAP Fee Program Brochure or their ADV Part II for specific details on the services provided and fees charged.

ACCESSOR FUNDS (A series of Forward Management)

Services Provided

The Advisor offers allocation models made up of Accessor Funds for the Client to choose from based on their risk tolerance. Prior to offering these allocation models, the Advisor will discuss the Client's investment needs and financial situation in order to determine which allocation model may be the most appropriate for the Client. The Client will make the final decision on all Advisor recommendations.

Forward Funds' transfer agent will provide the Client with confirmations and statements of activity on all executed transactions in their Accessor Funds account. A quarterly statement will be sent at the end of every quarter. Brown Brothers Harriman & Co. is the designated Custodian for Forward Funds.

The minimum initial account requirement is \$50,000.

Payment for Services

The comprehensive annual fee for the Accessor Funds Program is a fee that encompasses all

investment advisory services rendered. Finally, the fees charged are inclusive of commissions, meaning that no execution or commission fees over and above the advisory fee will be charged to the Client. No fees are charged by or paid to Forward Funds in the Accessor Funds Program.

An advisory fee will be charged quarterly to each investment advisory account based on the market value of Eligible Assets held in the advisory account on the last business day of the quarter. The quarterly advisory fee will be calculated and due every calendar quarter in advance and it will be due within the first five business days of the new calendar quarter. The Advisor will request that Forward Funds' transfer agent debit the advisory fee from the investment advisory account.

Please read the Accessor Funds Prospectus for specific details on the services provided and fees charged.

FTJ FUNDCHOICE (FUNDCHOICE)

Services Provided

FundChoice is a WRAP account that allows Clients to select appropriate model asset allocation portfolios which diversify Client assets among mutual funds. The mutual funds provided are from a list of no load fund families covering all major asset classes. Each model portfolio utilized by FundChoice represents a different asset allocation strategy.

FundChoice retains third party non-affiliated money managers to design and manage model portfolios in which Client assets can be invested. FundChoice will implement the model for the Client by acquiring mutual fund shares that are represented in the model portfolios that have been selected by the Client.

The Client will receive reports prepared by FundChoice no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Client will receive performance reports, describing account performance, positions, and activity.

Payment for Services

The FundChoice WRAP fee includes the fees for selecting and monitoring third party money managers, trading costs, and reporting to the client on a quarterly basis. The FundChoice WRAP fee varies per annum as negotiated with the investment advisor. The FundChoice WRAP fee is based on the average daily account balance for the period for which fees are collected, and they are automatically deducted from the Client's account. FundChoice also charges a minimum annual administrative fee of up to \$100. Finally, the Representative will charge a fee in addition to the stated fees.

Either FundChoice or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the FundChoice WRAP account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the FTJ WRAP Fee Brochure or their ADV Part II for specific details on the services provided and fees charged.

ENVESTNET

Services Provided

Envestnet is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, exchange traded funds, separately managed accounts, or unified managed accounts based on their risk tolerance

Envestnet will have full discretion over the Client's account. Envestnet will be responsible for building investment models, day to day trading, rebalancing, and reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The Envestnet advisory fee includes the fees for selecting and monitoring asset allocation models and reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges. The Envestnet advisory fee varies per annum as negotiated with the investment advisor. The Envestnet advisory fee is based on the account balance on the last day of the quarter in advance, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program custody and clearing fees.

Either Envestnet or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the Envestnet advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the Envestnet ADV Part II for specific details on the services provided and fees charged.

FUNDQUEST

Services Provided

FundQuest is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, separately managed accounts, or unified managed accounts based upon their risk tolerance.

FundQuest will have full discretion over the Client's account. FundQuest will be responsible for building investment models, day to day trading, rebalancing, and reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The FundQuest advisory fee includes the fees for selecting and monitoring asset allocation models and

reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges. The FundQuest advisory fee varies per annum as negotiated with the investment advisor. The FundQuest advisory fee is based on the average daily account balance in advance, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program and custody and clearing fees.

Either FundQuest or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the FundQuest advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the FundQuest ADV Part II for specific details on the services provided and fees charged.

MORNINGSTAR INVESTMENT SERVICES

Services Provided

Morningstar is a Turnkey Asset Management Program. It allows Clients to select appropriate model portfolios which diversify their assets among a choice of mutual funds, exchange traded funds, or individual stocks based upon their risk tolerance.

Morningstar will have full discretion over the Client's account. Morningstar will be responsible for building investment models, day to day trading, rebalancing, and reconciling the accounts. Neither the representative nor the Client will have any input in the investments bought or sold inside of the previously selected model.

The Client will receive on-going reports no less than quarterly, showing account activity as well as positions held in the account at month end. Accordingly, Clients will also receive performance reports, describing account performance, positions, and activity.

Payment for Services

The Morningstar advisory fee includes the fees for selecting and monitoring asset allocation models and

reporting to the client. The appropriate custodian may pull a separate fee for custody and clearing charges. The Morningstar advisory fee varies per annum as negotiated with the investment advisor.

The Morningstar advisory fee is based on the quarter end account balance on a forward basis, and they are automatically deducted from the Client's account. Finally, the Representative will charge a fee in addition to the program and custody and clearing fees.

Either Morningstar or the Client may terminate the agreement at any time. The Client is responsible for the fees due up until the date of termination. The Client can cancel the agreement within the first (5) five days of signing the agreement without any penalty. If a Client terminates the Morningstar advisory account after the first five days, any unused portion of the prorated fee will be returned to the Client.

Please read the Morningstar ADV Part II for specific details on the services provided and fees charged.