

AGREEMENT
For
DISCRETIONARY Investment Management Services
ALL Custodial Platforms

Asset Allocation Strategies, LLC [or AA Strategies, "Firm" or "Advisor" located at : 33305 Grand River Ave., Farmington, MI 48336, telephone: (248) 489-0101] and its Investment Advisory Representative ("IAR") _____ will try to obtain for ("Client") _____ the best combination of services and competitive commission rates reasonably available. Asset Allocation Strategies, LLC is registered with the Securities and Exchange Commission, # 801-106707. Registration does not imply approval by any regulator.

The investment advisory representative also a registered representative of GLP Investment Services, LLC, a brokerage firm registered with FINRA and licensed. The IAR may also be an agent of one or more registered and licensed insurance company(ies). The Firm and/or the individual agent / IAR servicing Client may receive commissions in addition to advisory and management fees on transactions effected through the Client's advisory relationship.

Potential for a conflict of interest

Advisory clients must be aware that normally there will exist an inherent potential conflict of interest in such arrangements in which advice is provided and is then followed by transactions effected by the same or a related person or firm, resulting in commissions paid either to the person making the recommendation or to an associate or an affiliate of the advisor. To mitigate the potential conflict of interest, Asset Allocation Strategies' advisory fees will be reduced by commission amounts earned when an advisory representative's recommended transactions are affected through AA Strategies' related broker/ dealer, GLP Investment Services, LLC.

1. Services & Fees: Continuous Portfolio Management:

Continuous Portfolio Management: advice and supervision on a:

(i) **DISCRETIONARY** basis: The Client will sign a limited power of attorney that allows the Advisor to effect purchases and sales of securities on the Client's behalf,

- as guided by the Client's initial directions and
- established risk tolerance and goals and stated limitations,
- and within the Adviser's fiduciary duty to its clients.
- The Advisor will not be required to obtain from the Client any other instruction prior to each occasion for a purchase or sale of securities in the Client's account.
- The Client may rescind the Adviser's Discretionary control upon written notice to the Adviser.

(ii) The services selected above will include: [strike through if non-applicable]

- ___ Performance monitoring and reporting
- ___ Qualified and unqualified retirement plans,
- ___ Referral(s) to one or more third party investment advisers/ managers
- ___ other, as noted by the client and agreed to by the IAR:

(iii) **Fees:** Portfolio Advice / Construction; On-Going Supervision of Portfolio(s) Fees for these services are a percentage of the market value of the assets advised on and/ or managed; the annual fee

percentage is a maximum of 2.0 %, assessed and payable quarterly in advance, based on the value of the portfolio as of the last business day of the preceding quarter or based on the account balance upon account opening (new accounts). Advisory fees will be reduced by commission amounts earned in those instances where clients choose to use the adviser's related broker/ dealer to execute the trades recommended by AA Strategies' advisory representatives. Fees will be prorated for services begun into a quarter or for termination of services prior to a quarter's end. The Firm will not charge any termination fee in the event services are terminated by either party. Fees may be negotiable at the adviser's sole discretion.

Third Party Fees: Where the firm refers a client to a third-party adviser/ manager, the third party will set the fee and share a portion of that fee with Asset Allocation Strategies. Asset Allocation Strategies will continue to monitor the performance of its referred client's assets in the third-party portfolio.

(iv) _____ Client agrees to provide written authorization permitting the adviser to: *[initial "iv" and mark as "na" any non-applicable allowance below:]*

_____ place orders to buy or to sell securities on the client's behalf.;

_____ place orders to buy or to sell securities on the client's behalf on the Instruction of a third party: **TD Ameritrade Institutional; Adhesion Investments, LLC**

_____debit the client's account directly with the custodian, **TD Ameritrade Institutional;** ["Direct Billing"]

Performance Fees: The firm/agent will not be compensated on the basis of a share of capital gains or capital appreciation of Client's funds.

Michigan clients: Firm will bill the Client's account held by the Client's account custodian directly. The SEC defines this practice as "custody". The {Michigan Securities} Bureau will not consider investment advisers to be in violation of Section 102(e) of the Michigan Uniform Securities Act where access to a client's account is obtained pursuant to express written authorization and the following requirements are satisfied:

- a) The authorization or agreement must be limited to withdrawing contractually agreed upon investment adviser fees.
- b) The investment adviser must notify the client, in writing by at least first class mail not less than seven (7) days prior to the proposed date of withdrawal, of the exact amount of the proposed withdrawal and the specific manner or basis on which the fee has been calculated. The notice shall advise the client of the opportunity to object to the invoiced amount and the manner in which the objection shall be made.
- c) The frequency of fee withdrawal must be specified in the written authorization or agreement.
- d) The custodian of the account must be advised in writing of the limitation on the adviser's access to the account. This requirement may be satisfied by furnishing to the custodian a copy of the authorization or agreement.
- e) The custodian must provide the client, not less than quarterly, a statement indicating all amounts disbursed from the account including, separately, the amount of advisory fees paid. This may be contained in the custodian's regular periodic report to the client.
- f) The client must be able to terminate the written billing authorization or agreement required by this release at any time.

C. Services & Fees: Reports to Clients

As noted in the firm's Disclosure Brochure (**Form ADV Part 2AB**), all clients will receive at least quarterly statements, showing holdings and charges, as well as the usual reports from the client's broker/ dealer on transactions effected. Annual reviews are scheduled at client discretion.

2. Other contractual provisions:

A. **Arbitration:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, or relating to any dispute between the Client and the firm and/or its agent, shall be settled by arbitration in accordance with the rules of the FINRA (Arbitrator).

Such arbitration shall take place at the offices of the FINRA Arbitrator in a county, and state mutually agreed to and convenient to the Client, in accordance with any regulation of the Client's home State. Any award rendered by the arbitrators shall be binding as between the parties, and judgment on such award may be entered in any court having jurisdiction thereof. The agreed-upon location is: Michigan (state), Oakland (county). *[Strike this section if disallowed by the state authority.]*

B. **Brochure disclosures:** By signing this agreement Client acknowledges that Client has received a copy of Advisor's Form ADV Part 2AB as amended to date. Client also represents that Client understands the matters described in the above-mentioned Part 2AB of Form ADV (or the "Brochure").

Client understands that if Client has not received a copy of this "Disclosure Brochure" (Form ADV Part 2AB) at least 48 hours in advance of signing this agreement, then Client may, as elsewhere stated in this agreement, cancel the agreement within five (5) business days of signing the agreement and incur no penalty of any pre-paid fee(s).

C. **Custody:** By mutual agreement of firm/agent and Client, the Client is not relinquishing ownership of cash or securities in Client's account to any other entity. Firm, or its agent, will never have direct access to the Client's investment capital.

It will be necessary for Client to open an account with a mutually agreeable custodian broker/dealer who will hold all cash and securities. The agent will assist Client in completing the required account papers, in addition to selecting a broker/dealer, if Client so desire.

Sole responsibility for the safekeeping of cash, securities, or other property and the consummation of sales, purchases, deliveries and investments made pursuant to any directions shall rest upon the custodian broker/dealer.

Any checks drawn on Client's account will be at Client's instructions only.

All transactions will be confirmed receiving customary statements from Client's custodian broker/dealer. In addition to receiving customary statements from Client's custodian broker/dealer, the agent will provide Client with a conclusive quarterly report showing the prior quarter's performance in addition to a detailed analysis of all income, expense, and capital changes for the prior quarter.

D. **Duration:** This Agreement shall remain in effect from the date this Agreement is signed until canceled by either party. Either party to the Agreement may terminate the Agreement for any reason at any time by written notice to the other, effective within seven (7) days of receipt of such notice. Upon receipt of such notice, this agreement will be terminated, and the pro rata share of the pre-paid fee will be refunded. Until such notice of termination shall be received by this agent or this agent receives written notice of Client's death or legal incompetence, the firm/agent shall be entitled to rely, and shall rely, upon this agreement to

provide the firm/agent with authority to continue to invest Client's assets as determined by this agent, and/or to continue to provide portfolio advisory and management services.

E. **ERISA** provisions [strike through if inapplicable]: *This paragraph applies to non-governmental pension or trust client.* Firm acknowledges that it is a registered investment advisor under State law, rule and regulation or under the Investment Advisors Act of 1940. If the firm is registered with a state, the firm has filed the appropriate notices with the US Department of Labor. The firm is therefore qualified to be appointed an "investment manager" under Section 402(C)(3) of the Employee Retirement Income Security Act of 1974 (ERISA).

[Firm further acknowledges that with respect to those Clients for which it serves as "investment manager," as that term is defined in Section 3 (21)(A) of ERISA, it is acting as a fiduciary.] *The Client agrees to obtain and maintain for the period of this agreement any bond that may be required for fiduciaries by Section 412 of ERISA and to include this Firm among those covered by such bond.*

F. **Firm** standard acknowledgements, limitations and promises to notify:

1. If the advisor/ firm is or becomes a partnership, it shall notify the client within a reasonable time of any change in the membership of the partnership or limited liability company.

2. The investment adviser will not be compensated on the basis of a share of capital gains upon or capital appreciation of client funds (or any portion of client funds)."

3. In accordance with the Investment Advisors Act of 1940, and parallel rules under Michigan or other state laws or regulations, the firm will not make any **assignment** of this agreement without Client's written consent.

G. **Proxies**: The agent will not be required to take any action or render any advice with respect to the voting or proxies solicited by or with respect to the issuers of securities of any issues on the basis of any such information as may come into its possession.

H. All **information** and advice furnished by either party to the other including their respective agents and employees shall be treated as **confidential** and shall not be disclosed to third parties except as required by law.

I. **Indemnity**: The Firm and IAR separately or collectively shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer of the custodian provided, however, the agent will make reasonable efforts to require that brokers and dealers selected by the agent perform their obligations with respect to the account.

Nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any federal or state securities laws, in accordance with the laws and regulations of Michigan and the other states.

J. Jurisdiction: This agreement shall be construed, and the legal relations between the Client and the firm and its agent hereto shall be determined, in accordance with the substantive law of the State of MICHIGAN.

K. Client imposed, reasonable restrictions noted here:

L. TD Ameritrade and Adhesion Trading Platform Fees:

	TD Ameritrade Custodial Platform and Adhesion Trading Fee Options					
	TD/Adhesion AAS		TD/Adhesion ETF Select		TD/Adhesion "Transactional"	
Account Value	Custodial Fee (only applies to Mutual Funds)	Trade Platform Fee	Custodial Fee (only applies to mutual funds)	Trade Platform Fee	Custodial Fee	Trade Platform Fee
\$0-\$250,000	22bps (min. \$200/annual)	12bps (min. \$60/annual)	10bps	10bps	Transaction Based custodial pricing. \$25 trades for select Mutual Funds. Some shares may be transaction free.	12bps (min. \$60/annual)
\$250,001- \$500,000	12bps	12bps	10bps	10bps		12bps
\$500,001- \$750,000	8bps	12bps	10bps	10bps		12bps
\$750,000-\$2M	8bps	8bps	10bps	10bps		8bps
>\$2M	6bps	8bps	10bps	10bps		8bps

M. Limitations: Advisory Management services should only be used by individuals who fully understand the inherent risk of any investment program. Although the firm/agent endeavors to control risk and increase gain, it cannot guarantee the profitability of Client's portfolio. **Client acknowledges** Client's understanding that the investment value of Client's portfolio at any given time will fluctuate.

3. Signature Section

Client's beginning account balance for Portfolio Management services is \$_____.

The agreed upon fee is \$_____ or _____% per year (nullify line item which does not apply) calculated on the basis or bases noted here for:

A. Investment Consulting Advice and/ or B. Continuous Asset Portfolio Management

Client Name(s)

Address

Business Telephone

Home Telephone

Social Security Number

EMAIL

- By providing your email address, you consent to receiving correspondence electronically from Asset Allocation Strategies, LLC.
- _____By initialing here, you acknowledge that upon firm approval of your account, you will be furnished with a copy of the firm's ADV Part 2A and B.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES if allowed by the regulations of the Client's home State.

Client(s) : This agreement is hereby accepted and approved. Each of the individuals whose signature appears below warrants that s/he has full authority to execute this agreement on behalf of the Client (where applicable) on whose behalf s/he has affixed her/his signature to this agreement.

By _____ Date_____

By _____ Date_____

Advisor: Asset Allocation Strategies, LLC.: By execution of this agreement, agent/ IAR represents and confirms that s/he is registered as an Investment Advisory Representative of the firm, itself registered with the SEC, subject to the fraud provisions of the Investment Advisers Act 1940.

By _____, Agent Date_____

By _____, Officer Date_____