TERMS AND CONDITIONS

GENESIS MODEL PORTFOLIOS INVESTMENT ADVISORY CLIENT AGREEMENT

This Investment Advisory Client Agreement ("Agreement") is entered into by and between Royal Alliance Associates, Inc., ("Royal Alliance" or "Advisor"), a registered investment adviser and securities broker-dealer, VISION2020 Wealth Management Corp., a registered investment adviser and the client ("Client"). Investment Adviser Representative ("Investment Advisory Representative") is an advisory representative of Advisor and acts on behalf of Advisor.

Client desires to open an account with Royal Alliance for the purpose of participating in the Genesis Model Portfolios Program (the "Program"). Client will be provided with a variety of investment-related services by Advisor, Investment Advisory Representative and Manager (as defined below). A description of the services to be provided and the parties providing same is set forth in this Agreement.

To participate in the Program, Client agrees to establish a brokerage account on a fully disclosed basis at Royal Alliance ("Program Account") in order to effect mutual fund transactions and exchange traded fund transactions and to hold mutual fund and exchange traded fund positions in connection with the Program.

The Client hereby retains the Advisor and the Manager (as defined below) to provide investment advisory services described within the Genesis Model Portfolios Program - Part 2A – Appendix 1 Program Brochure ("Program Brochure") that accompanies this Agreement. Such services will be rendered with respect to the cash, securities and any other investments held by Client (the "Program Assets") in the Program Account in accordance with the terms and conditions set forth in this Agreement.

The Program is offered and sponsored by VISION2020 Wealth Management Corp. Client has appointed VISION2020 Wealth Management Corp. ("Manager") or its appointed delegates to provide discretionary investment advisory services for Program Accounts (as defined below).

Advisor and VISION2020 Wealth Management Corp. reserve the right to accept, reject or renew this Agreement in their sole discretion and for any reason.

1. SERVICES

a) Advisor Services

Investment Advisory Representative will initiate the steps necessary, including receipt of investment funds, to open a Program Account, and will be available to Client on an on-going basis to receive deposit and withdrawal instructions and will be reasonably available to Client for ongoing consultation regarding Program Assets.

Your Advisory Representative will recommend investment options which will consist of asset allocation models ("Asset Allocation Models") provided by one or more third party registered investment advisors (third party registered investment advisers are collectively referred to as "Strategists"). Asset Allocation Models consist of a combination of classes of mutual fund shares with no sales loads, and/or ETFs (individually or collectively, "Program Investments"). Manager will effect the purchase of the investments into the Client's Program Account in accordance with the selected Asset Allocation Model.

The Asset Allocation Models presented to the Client will depend on Client investment objectives as determined by Advisor and Client. Investment objectives will be determined through Client responses to a risk tolerance questionnaire ("Questionnaire") and discussion between the Advisor and Client regarding among other things, investment goals, risk tolerance, investment time horizon, Program Account restrictions, and overall financial situation.

After discussion with the Client and responses to the Questionnaire are processed, the Program provides an Asset Allocation Model which consists of models across various asset classes and investment strategies. Your Advisory Representative will select an Asset Allocation Model based upon your risk tolerance and financial objectives. Client hereby acknowledges and accepts the initial selection of the Asset Allocation Model indicated on the Statement of Investment Selection ("SIS") that accompanies this Agreement. Client also hereby grants Advisor authority to select Asset Allocation models on your behalf and do so without your prior approval, on a discretionary basis.

It is Client's responsibility to inform Advisor in writing if Client's financial circumstances or investment objectives change in a significant way and of any reasonable restrictions Client may wish to impose on the management of the Account. If Client enrolls in more than one Account in the Program, each will be treated separately for purposes of this Agreement. Program Investments are limited to mutual funds offered through Royal Alliance as a selected dealer.

2. ACCOUNT TRANSACTIONS; CUSTODY

A. Manager will implement Asset Allocation Models by effecting the purchase of (1) a combination of classes of mutual fund shares with no sales loads, (2) a combination of ETFs, or (3) a combination of mutual funds and ETFs.

B. Client hereby grants Manager the discretion to rebalance or adjust Account holdings (in keeping with the Client's original agreed upon investment objective and risk tolerance) by redeeming, exchanging, selling, or purchasing additional ETF's or mutual fund shares ("Program Investments") as applicable and authorizes and directs Manger to use as its agent the clearing firm ("Clearing Firm") designated in the Royal Alliance Customer Agreement provided to Client. Such Clearing Firm will act as a clearing broker to perform execution services to purchase, exchange and sell Program Investments for an Account and to take any other necessary action to trade for an Account, including the completion and settlement of transactions. Strategists will purchase and redeem all mutual fund shares for an Account at net asset value without the imposition of any sales charges.

C. Client also authorizes Clearing Firm or an affiliate to act as custodian for Account assets. Client agrees to open any necessary securities accounts and execute the applicable account agreement(s) with Clearing Firm as needed. If Client has an existing Program Account and instructs Royal Alliance to open another account for the Program, Client agrees that the account agreement and related documentation for the existing account shall apply with full force and effect to the new account, except as hereinafter set forth.

3. OTHER SERVICES PROVIDED

A. Quarterly, Client will receive a performance measurement report that will provide additional account data.

B. Royal Alliance, through its agent Clearing Firm, will send Client trade-by-trade confirmations (as prescribed below) and periodic account statements describing the activity and holdings in Account. Upon Client request, Royal Alliance will suppress trade-by-trade confirmations and present the periodic account statement, not less often than monthly, containing the information that would have been required to be disclosed in trade-by-trade confirmations generated pursuant to Rule 10b-10. Client will signify this request by providing Client initials as designated in the Acknowledgement section of the SIS.

Client will signify this request by providing Client initials as designated in the SIS. Please note, Royal Alliance does not charge for trade confirmations in wrap accounts. Should Client elect to suppress trade-by-trade confirmations, the following apply:

1. Client may change his or her election at a later time, and request, at no additional cost, trade-by-trade confirmations for any transaction since the date of Client's last periodic statement, as well as for all subsequent transactions.

2. Royal Alliance will suppress trade-by-trade confirmations and present the periodic account statement, not less often than monthly, containing the information that would have been required to be disclosed in trade-by- trade confirmations generated pursuant to Rule 10b-10.

3. Client may request, at no additional fee, trade-by-trade confirmations for previous transactions effected for up to one-year preceding their last periodic statement.

4. Should Client utilize a wrap account, he or she may receive an interim update and further details concerning any transaction effected between periodic statements (without charge) by contacting his or her Royal Alliance Advisory Representative or by reviewing Royal Alliance's website. Clients utilizing wrap accounts accessing Royal Alliance's website will be able to view, no later than the next business day after trade date (i.e., "T+1"), all information required by Rule 10b-10. Client will also be able to obtain the same information either by telephoning their Advisory Representative or by requesting the trade-by-trade confirmation for the particular transaction.

Client should review these documents carefully and promptly report any discrepancies to Advisor. Failure to do so in a timely manner may result inability to correct any errors in the account at a future date.

4. ANNUAL ACCOUNT FEES, ACCOUNT TYPE AND VALUATION

A. Manager offers the Program in a Wrap Account fee type. In a Wrap Account fee type, Client pays one Account fee that covers investment advisory, administrative and trading services.

B. Client agrees to pay account fees ("Account Fees") which will be deducted from the Account quarterly, in advance, based upon the market value of the Account assets, including cash balances and other short-term investment vehicles, as applicable. Account Fees are composed of two components, a "Program Fee" and an "Advisory Fee". The Program Fee is the fee the Manager asses for its services. The Program Fee includes fees charge by unaffiliated registered investment advisers ("Strategist") that Manager may hire to manage certain aspect of the Programs investments. As a result, the Program Fee may vary based on the Strategist selected, The Advisory Fee is the fee that you and your Adviser agree to for their services to you for this Program. Please see the Form ADV Part 2A – Appendix 1 Program Brochure for the maximum Account Fees that may be charged.

The Account Fees charged in any given quarter will be reflected in the account statements sent to client. In addition, Client may request a fee statement from the Advisor at any time which will reflect the amount of the quarterly Account Fees and the asset-based fee rate applied.

C. The Account Fees will be payable quarterly in advance and upon deposit of any additional funds in the Account. The initial Account Fee is due upon execution of this Agreement. Subsequent Account Fee payments are due and will be calculated at the beginning of each quarter based on the value of the Account assets (securities, cash and cash equivalents) under management as of the close of business on the last business day of the preceding quarter ("Valuation Date"). Additional deposits of assets will be subject to the same billing procedures. In the event that additions to, or withdrawals from, the Account are made in excess of $10,000 during any given quarter, the Account fee will be adjusted on a pro-rata basis to the account from which the charge was debited. Adjustments are calculated as follows:

a. Prior fees paid in advance for the remaining calendar days in the quarter, as of the date of the addition or withdrawal, will be refunded ("Prior Fees Paid").
b. Fees will be recalculated for the remaining number of calendar days as of the date of the addition or withdrawal ("Recalculated Fees"). Recalculated Fees are determined by pro-rating the applicable rate in the annual account fee schedule for the number of calendar days remaining in the quarter.
c. The applicable rate for the Recalculated Fees will be determined based on the market value of the assets as of the date of the addition or withdrawal. This may result in a different rate for Recalculated Fees versus Prior Fees Paid for the same period.
d. The net difference of the Recalculated Fees and the Prior Fees Paid may result in a credit or debit to the account.

In computing the market value of mutual fund Account assets, shares of the mutual funds will be valued at their respective net asset values as calculated on the Valuation Date in accordance with each mutual fund's disclosure documents. Any such valuation will not be deemed a guarantee of any kind whatsoever with respect to the value of those mutual fund assets. The market value of ETF Account assets will be valued, as of the Valuation Date, at the closing price on the principal exchange on which it is traded.

D. In the event this Agreement is terminated prior to the last day of a calendar quarter, a pro rata portion of the quarterly Account Fee (or initial Account Fee, if applicable) paid in advance will be refunded to Client.

E. Client authorizes Royal Alliance to debit the Account to pay Account Fees. In addition, Client authorizes Royal Alliance, as permitted by law, to impose a lien on and sell assets in any account, whether in this Account or otherwise held by Royal Alliance or its affiliates in any other account or fees to satisfy fees due under the Program and all such fees or changes will be disclosed on Client's account statements.

5. ACCOUNT FUNDING

Client must deposit or contribute to their Account cash or cash equivalents in accordance with established Account minimums designated in the Form ADV, Part 2A Appendix 1 Program Brochure. Manager may waive account minimums in its sole discretion. Client agrees that this account agreement and related documentation for their Account shall apply with full force and effect to their new account. Client further agrees that, if required, they will execute additional account documentation necessary to establish the new account.

6. ASSIGNMENT/TERMINATION OF THIS AGREEMENT; WITHDRAWAL OR TRANSFER OF FUND SHARES

A. Client may terminate this Agreement without penalty within five (5) business days of its initial signing. If client terminates this Agreement within five (5) business days of its execution, Client will receive a refund of all fees and expenses. This Agreement will continue in effect until Client, Advisor or Manager cancels it by giving written notice to the other, with termination deemed effective upon receipt of such notice ("Termination Date"). If the Agreement is terminated after five (5) business days of its execution, Client will be entitled to a pro rata refund of any prepaid Account Fees for the remainder of the billing period as set forth in Section 4.E. Upon receipt of such notice, the advisory relationship between Advisor, Manager and Client will end. Neither Advisor nor Manager will be under any obligation to provide further services with regard to Program Investments and Client will be solely responsible for further investment of such assets. Advisor retains the right to complete any transactions that are open as of the Termination Date and to retain any amounts of Program Assets sufficient to effect such completion. As of the Termination Date, based on the Manager's sole discretion, the Program Account may be transferred to a standard brokerage account unless Client otherwise directs the Investment Advisory Representative in writing. Termination of this Agreement will not affect: (i) the validity of any actions Advisor or Manager have taken previously; (ii) any liabilities or obligations for transactions initiated prior to termination; or (iii) Advisor's or Manager's right to retain Account Fees paid for services rendered under this Agreement.

B. Client's disability or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's guardian, attorney-in-fact or other authorized representative may cancel this Agreement by giving written notice to Advisor or Manager.

C. If Client seeks to transfer the Program Investments into another asset-based investment advisory program or service offered by Royal Alliance, the shares will be treated as shares purchased through, and subject to the terms of the other program or service. Except as otherwise provided herein, if Client seeks a partial cash withdrawal from the Account, Manager at the direction of the Investment Advisory Representative may redeem Program Investments in such manner so as to maintain, to the extent practicable, existing allocations without regard to potential tax consequences. Client may, however, direct Manager through Investment Advisory Representative, to redeem or transfer specific Program Investments.

7. OTHER INVESTMENT, ACCOUNT AND COMPENSATION INFORMATION

A. Advisor, Manager and its affiliates manage accounts outside of the Program for many types of clients, and Royal Alliance and its affiliates conduct a broad range of research, advisory and brokerage. The advice given to or action taken for, any other client or account, including other clients participating in the Program, may or may not differ from the advice given or action taken for Client's Account.

B. Certain Program Investments may have conditions or restrictions regarding their purchase or holding periods, including minimum purchase requirements and fees for redemption of shares within a specified period of time. Any Client assets designated as funds for the Program will be liquidated prior to being deposited for Program Investments by the Manager. More complete information about any of the Program Investments, including risks, management fees and other charges and expenses (which are not included in the Account Fee), is contained in the applicable Program Investment prospectus.

C. Royal Alliance, in its capacity as broker-dealer for accounts custodied at Custodian, has established a sweep program ("Sweep Program"). The term "Free Credit Balance" refers to the credit balance that remains in a brokerage account after all purchases are made and are free from withdrawal restrictions. A free credit balance generally originates from dividends, interest payments, and/or security sales and may be used at any time to purchase more securities. the Free Credit Balance will be automatically deposited or "swept" into a cash sweep investment ("Sweep Investment"). Client understands that additional compensation in the form of third party payments is earned by the Royal Alliance through its Sweep Program. Please refer to Item 4 of Form ADV Part 2A - Appendix 1 Program Brochure for description of the services, fees, and compensation for Sweep Programs offered.

8. TAX AND RISK DISCLOSURE; LIABILITY

A. Client acknowledges that all or a portion of the Program Investments held in the Account may be redeemed, either initially or during the course of management in the Program, and that Client is responsible for all tax liabilities arising from such transactions (including any redemptions arising from the addition of assets to, or withdrawal of assets from, Client's Account or upon liquidation of Program Investments to pay Account Fees). Client is encouraged to seek the advice of a qualified tax professional.

B. If Client is a foreign citizen who is legally residing in the United States, Client acknowledges that ordinary income dividends, including distributions of short term capital gains, paid by mutual fund companies to Client will be subject to a United States withholding tax under existing provisions of the Code applicable to foreign individuals and entities, unless a withholding exemption is provided under applicable treaty law.

C. Client acknowledges that the investments made as a result of implementing the Program involve risk (the amount of which may vary significantly), that investment performance and the success of any investment can never be predicted or guaranteed, and that the values of portfolio holdings in Account will fluctuate due to market conditions and other factors. Client further understands that the investment

decisions made, and the actions taken, for Account will be subject to various market, liquidity, currency, economic and political risks, and will not necessarily be profitable.

D. Advisor, Manager, Royal Alliance and their agents and employees shall not be liable to Client for any loss arising from: (i) Client's actions, decisions or information provided by Client; (ii) any act or failure to act by any Program Investment or other third party; or (iii) any act or failure to act by Advisor, Manager, Royal Alliance, their affiliates, agents or employees that does not constitute negligence, misconduct or violation of law. Notwithstanding the above, nothing stated in this Section shall in any way constitute a waiver or limitation of any rights accorded to Client under state or federal securities laws for the advisory services provided under this Agreement. Client further understands that there is no guarantee that Client's investment objectives will be achieved. Advisor or Manager will not have any liability for Client's failure to timely inform Advisor or Manager of any material change in Client's financial circumstances that might affect the manner in which Client should invest his or her assets or for Client's failure to provide Advisor or Manager with any information as to Client's financial status that Advisor or Manager may reasonably request. Client acknowledges that Advisor or Manager will not be obligated to effect any transaction for Client that Advisor or Manager believe will result in a violation of any applicable state or federal laws or the rules and regulations of any regulatory or self-regulatory organization.

9. ADDITIONAL REPRESENTATIONS

A. Advisor and Manager represent that they are registered as investment advisers under the Investment Advisers Act of 1940 ("Advisers Act") and that they are authorized and empowered to enter into this Agreement.

B. Client represents that Client is authorized and empowered to enter into this Agreement and that it has created a legal, valid and binding obligation on Client. If this Agreement is being signed on behalf of a corporation, trust, partnership or other business or legal entity, it is represented that applicable law and governing documents authorize and permit the management of the Account under the Program in accordance with the terms and conditions described in this Agreement, the transactions encompassed under the Program and the signing of the SIS.

C. If a custodial account for a minor is opened, Client further agrees (i) that Advisor and Manager may rely on Client's actions and instructions without further inquiry and (ii) to indemnify Advisor and Manager for any loss or costs, including legal fees, arising from claims concerning the above.

D. Client acknowledges receipt of: a) Advisor's and Manager's Form ADV, Part 2A, b) Manager's Form ADV Part 2A Appendix 1 Program Brochure, c) Manager's and Advisor's Privacy Policy d) Royal Alliance's Customer Agreement, and e) Investment Advisor Representative's Form ADV Part 2B. Client acknowledges receipt of the Investment Strategy Proposal and Statement of Investment Selection both of which accompany this Agreement. Client acknowledges that it should refer to the portfolio performance disclosure(s) contained in the Notes section of the Investment Strategy Proposal document that was provided to Client for a more detailed explanation of the risks associated with the described investments. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract.

E. Client represents and warrants that the source of funds for the Account are not directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations. Client further represents and warrants that, to the best of its knowledge, neither Client, any person controlling or controlled by Client, nor (if Client is an entity) any person having a beneficial interest in Client, is (i) a country, territory, individual or entity named on a list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (ii) a person described under OFAC programs prohibiting dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on the lists maintained by OFAC, (iii) a "senior foreign political figure," or any "immediate family member" or "close associate" of a senior foreign political figure or (iv) a "foreign shell bank," as such terms are used in federal regulations or Executive Orders administered by OFAC.

10. PROXY VOTING AND LEGAL ACTIONS

Manager, Advisor or their affiliates will not vote or advise Client about the voting of proxies for the securities held in Account. Similarly, Manager or Advisor will not act for or advise Client regarding legal proceedings, including bankruptcies or class actions, involving securities held in Account. Any information or documents received for distribution to Client with regard to the above will be sent to Client. Manager, Advisor or the Clearing Firm will promptly send to Client all proxies and related shareholder communications for the securities held in Account. If Account is subject to the provisions of ERISA, Client represents that plan documents and applicable law authorize voting authority to be reserved to the trustee(s) either in the discretion of the trustee(s) or pursuant to the discretion of a named fiduciary. To the extent that instructions regarding the voting of proxies are not received and as permitted by law, Advisor, Manager and their affiliates will comply with the rules of the Financial Industry Regulatory Authority and the Securities and Exchange Commission relating to such matters.

11. NOTICES

As applicable, Program Account notices and reports provided for herein will be mailed to the Advisor and Manager's address specified within their respective Form ADV, Part 2s and to the Client address kept on file associated with the Program Account. Fee notifications and reports regarding fees paid will only be mailed to the address of record on file of the Program Account where the debit occurred. All communications mailed, wired, or telegraphed to Client at the address specified by Client, with the exception of notices pursuant to Section 9.D. of this Agreement, shall, until Advisor has received notice in writing from Client of a different address, be deemed to have been personally delivered to Client and Client agrees to waive all claims resulting from failure to receive such communications. Addresses may be changed by appropriate notice given in accordance with this provision. Any notice required hereunder, but not including any report, summary or statement, confirmation or other usual communication, will be sent by registered or certified mail, return receipt requested.

12. ADDITIONAL MATTERS

A. Except as otherwise provided in Section 14 below, this Agreement represents the entire understanding concerning the matters specified herein. Any material changes to this Agreement must be in writing. If any terms of this Agreement are inconsistent with the terms of any other agreement between Client, Advisor and Manager relating to Account, this Agreement will be controlling. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of the Agreement. This Agreement can be signed in counterparts, which, when taken together, will constitute one document.

B. Manager shall have the right to amend or assign this Agreement upon written notice to Client by modifying or rescinding any of its existing provisions or by adding a new provision. Such amendments will be effective thirty (30) days after Advisor or Manager has notified Client in writing of any change and will become effective unless Client notifies Advisor or Manager in writing that the Program Account is to be closed. The SIS is hereby incorporated by reference into this agreement and any changes to this Agreement shall also apply to the SIS.

C. The effective date of this Agreement will be, and it shall operate from, the later of: (i) the date the Account is funded with eligible assets as described in Section 5, or (ii) the date of execution of the Agreement by Advisor and Manager. Failure to insist on strict compliance with this Agreement or any of its terms or any continued conduct will not be considered a waiver by Client, Advisor or Manager of the rights under the Agreement.

D. This Agreement and its enforcement will be governed by the laws of the State of New York (without regard to its choice of law principles), and it will remain in full force and effect unless revoked or terminated by Client or Client's authorized representative in accordance with the provisions described in this Agreement. This Agreement shall be binding upon Client's heirs, executors, administrators and assigns.

E. Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination, including the provision regarding arbitration, which will survive any expiration or termination of this Agreement.

F. A conflict of interest arises as a result of the financial incentive for Royal Alliance to recommend and offer a Sweep Program that generates additional compensation. An additional conflict of interest may arise as a result of the economic benefit derived by Royal Alliance when cash balances are swept into certain Sweep Investments, rather than being reinvested in other investment funds or securities. The foregoing conflicts of interest are mitigated under Royal Alliance's Policies and Procedures that have been adopted for this purpose, and by the fact that your Advisory Representative who makes investment recommendations for your Account does not receive any economic benefit from these payments. Please refer to the Item 4 of the Form ADV Part 2A - Appendix 1 Program Brochure for more details on the Sweep Programs and when certain conflicts may arise.

13. RETIREMENT ACCOUNTS

If the Account was established for a qualified retirement account subject to the provisions of Employee Retirement Income Security Act of 1974 ("ERISA"), Advisor, Manager, and Investment Advisory Representative represent that they are fiduciaries as defined within the meaning of Section 3(21) of ERISA and Section 4975(e) (3) of the Internal Revenue Code of 1986, as amended, in performing their duties under this Agreement. Client represents that this Agreement has been approved by an independent plan fiduciary, that the individuals identified to Advisor and Manager as being authorized to sign this Agreement are in fact authorized to do so under the plan documents and instruments, that there are no other representatives of the plan who must sign the SIS and that any restrictions or guidelines contained in the plan documents that affect the management of Account have been identified on the Questionnaire. Additionally, Client agrees, at Client's expense, to obtain and maintain for the period of this Agreement any bond required under ERISA and to include within its coverage Advisor, Manager, and any of their officers, directors, employees, agents and affiliates whose inclusion is required by law. Client agrees to provide Advisor and Manager upon request with appropriate documentation evidencing such coverage.

14. CONFIDENTIALITY

A copy of the Firm's privacy notice is available in the disclosure section of our affiliated broker-dealer website: www.royalalliance.com/disclosures.

15. ARBITRATION

By executing this Agreement, Client is agreeing to arbitrate disputes arising under its terms. Client should be aware of the following regarding pre-dispute arbitration provisions:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Client agrees that all controversies which may arise between adviser and client, including but not limited to those involving any transaction or the construction, performance or breach of this or any other agreement between adviser and client, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. This agreement to arbitrate all controversies does not constitute an agreement to arbitrate the arbitrability of any controversy between adviser and client, unless otherwise clearly required by the arbitration rules of the forum as set forth below. Any arbitration under this agreement shall be conducted only before the Financial Industry Regulatory Authority ("FINRA"), and in accordance with its arbitration rules then in force. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.

No person shall 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:

- The class certification is denied;

- The class is decertified; or

- The customer 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.

BY AGREEING TO THE TERMS OF THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT IN ACCORDANCE WITH SECTION 15, CLIENT IS AGREEING IN ADVANCE TO ARBITRATE ANY CONTROVERSIES THAT MAY ARISE UNDER THE AGREEMENT.