

Monson Wealth Management, Inc.

(CRD#169857)

INVESTMENT MANAGER SELECTION AND ADVISORY CONTRACT

Version Date: 02/04/2017

The undersigned ("Client"), being duly authorized, has established an Account/Relationship (the "Account"), and hereby agrees to engage Monson Wealth Management, Inc., on the following terms and conditions.

I. Appointment of Monson Wealth Management, Inc.

Client hereby appoints Monson Wealth Management, Inc. as investment adviser for the Account. Monson Wealth Management, Inc. shall supervise and direct the investments of and for the Account, including directing the client to third party investment managers, subject to the objectives, limitations and restrictions listed in Client's written Investment Policy Statement, which is attached as Exhibit I. The persons authorized to act on behalf of Client with respect to the Account are identified in Exhibit IV. Client agrees to promptly notify Monson Wealth Management, Inc. in writing of any changes to the client profile information contained on the investment policy statement, and any changes to the restrictions or limitations applicable to the Account, and to provide Monson Wealth Management, Inc. with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by Monson Wealth Management, Inc.

By execution of this Agreement, Monson Wealth Management, Inc. hereby accepts the appointment as investment adviser for the Account and agrees from and after the effective date, as referred to in the signature page,

- (a) to supervise and direct the investments of the Account in accordance with the investment objectives of Client as listed on the attached Exhibit I, and as communicated hereafter in writing or other format to Monson Wealth Management, Inc. from time to time;
- (b) to appraise and review, at least quarterly during the period of this Agreement investments of the Account, as initially accepted by Monson Wealth Management, Inc., together with all additions, substitutions and alterations thereto; and
- (c) to render to Client at least quarterly a written report that details the client's account including assets held and asset value, which report will come from the custodian. It is understood and agreed that Monson Wealth Management, Inc., in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other third party.

III. Procedure.

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client to a custodian or other authorized third party (the "Authorized Third Party"). The Authorized Third Party at the time this Agreement is executed is identified in Exhibit III hereto. Monson Wealth Management, Inc. will have no custody of Client's funds, investments, or assets (except for the authorized deduction of client fees) and all funds/securities will be delivered between Client and the Authorized Third Party only. Instructions of Monson Wealth Management, Inc. to Client or the Authorized Third Party with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Authorized Third Party changes, then Client will provide Monson Wealth Management, Inc. with prompt, written notice of the change. Client hereby authorizes Monson Wealth Management, Inc. to receive from the Authorized Third Party a copy of any agreement between Client and the Authorized Third Party in effect at any time with respect to the Account. Client will have the Account debited directly from the Authorized Third Party. For fees withdrawn directly at the Authorized Third Party, Monson Wealth Management, Inc. will have constructive custody over the client account and must have written authorization from Client to do so. Monson Wealth Management, Inc. will have an Authorized Third

Party that sends at least a quarterly statement showing all debits, as well as how fees and debits are calculated.

IV. Service to Other Clients.

It is understood that Monson Wealth Management, Inc. performs investment advisory services for various clients and that the services provided by Monson Wealth Management, Inc. are offered/rendered on a non-exclusive basis. Client agrees that Monson Wealth Management, Inc. may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is Monson Wealth Management, Inc.'s policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon Monson Wealth Management, Inc. any obligation to acquire for the Account a position in any security which Monson Wealth Management, Inc., its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of Monson Wealth Management, Inc. it is not for any reason practical or desirable to acquire a position in such security for the Account.

V. Client Accounts.

Client has opened or may open an account with a custodian for the execution of securities transactions and custodial services. The custodian is identified in Exhibit III hereto.

VI. Inside Information.

Monson Wealth Management, Inc. shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities, and shall not purchase or sell, or recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. Liability.

Monson Wealth Management, Inc. shall not be liable to the Client for any acts or omissions by Monson Wealth Management, Inc., its employees and agents under and in connection with this Agreement absent gross negligence or intentional misconduct on the part of Monson Wealth Management, Inc.. Under no circumstances shall Monson Wealth Management, Inc. be deemed liable for any indirect or consequential damages. A person who is not a party to this Agreement has no rights under this Agreement to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

The Client shall reimburse and indemnify Monson Wealth Management, Inc. for, and hold it harmless against, any loss, liability or expense, including, without limit, reasonable counsel fees, incurred on the part of Monson Wealth Management, Inc. arising out of or in connection with its acceptance of, or the performance of its duties and obligations under, this Agreement, as well as the costs and expenses of defending against any claim or liability arising out of or relating to this Agreement; provided, however, that nothing contained herein shall constitute a waiver or limitation of any rights which the Client may have under applicable securities or other laws. Furthermore, the Client and its undersigned hereby indemnify and hold harmless Monson Wealth Management, Inc. against any and all claims by the Client or any third party, including without limitation reasonable legal fees, that the signatories hereto were not authorized to execute this Agreement, or that the services contemplated by this Agreement including the attachments hereto are now or in the future prohibited or otherwise limited in any way, including without limitation by any formation or governing document binding upon the Client. Nevertheless, nothing in this Agreement may be

interpreted to limit or modify Monson Wealth Management, Inc.'s fiduciary duties to its clients and nothing in this Agreement shall be deemed a waiver of any right or remedy that a client may have under federal or state securities laws. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith.

VIII. Proxies.

Monson Wealth Management, Inc. will accept voting authority for client securities in certain cases. When Monson Wealth Management, Inc. does accept voting authority for client securities, it will always seek to vote in the best interests of its clients. Monson Wealth Management, Inc. does not maintain preapproved voting guidelines but relies on its management team to determine the appropriate course of action in voting client securities that is in the best interest of the client. Clients may direct Monson Wealth Management, Inc. on how to vote client securities by communicating their wishes in writing or electronically to Monson Wealth Management, Inc. When voting client proxies the investment committee will always hold the interests of the clients above its own interests. Clients of Monson Wealth Management, Inc. may obtain the voting record of Monson Wealth Management, Inc. on client securities by contacting Monson Wealth Management, Inc. at phone number or e-mail address listed on the cover page of Form ADV Part 2A. Clients may obtain a copy of Monson Wealth Management, Inc.'s proxy voting policies and procedures upon request.

IX. Fees.

The compensation of Monson Wealth Management, Inc. for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acknowledgment and acceptance of the new fees. The fee increase will not be effective until Monson Wealth Management, Inc. receives the client-signed written amendment.

_____/____ Monson Wealth Management, Inc. is authorized to withdraw fees directly from the Account.

X. Valuation.

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Authorized Third Party. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to Monson Wealth Management, Inc. by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by Monson Wealth Management, Inc. and the Client to reflect its fair market value. Clients will always have the opportunity to dispute any valuation.

XI. Representations by Client.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to Monson Wealth Management, Inc. such evidence of such authority as Monson Wealth Management, Inc. may reasonably require, whether by way of a certified corporate resolution or otherwise; Monson Wealth Management, Inc. is responsible only for the

Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

This section applies only if your Account is for a pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

If Client is an ERISA plan (not simply a plan member) and the Account is for the assets or holdings of such ERISA plan, then Monson Wealth Management, Inc. acknowledges that it is a “fiduciary” within the meaning of ERISA and Section 4975(e)(3) of the Code. Client represents that Monson Wealth Management, Inc. has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain Monson Wealth Management, Inc.. Client acknowledges that he/she is a “named fiduciary” with respect to the control or management of the assets in the Account. Client will furnish promptly to Monson Wealth Management, Inc. the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects Monson Wealth Management, Inc. rights or obligations, the amendment will be binding on Monson Wealth Management, Inc. only when agreed to by Monson Wealth Management, Inc. in writing. If the Account contains only a part of the assets of the plan, Client understands that Monson Wealth Management, Inc. will have no responsibility for the diversification of all of the plan’s investments and that Monson Wealth Management, Inc. will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, upon written request by Monson Wealth Management, Inc., Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers Monson Wealth Management, Inc. and affiliated persons of Monson Wealth Management, Inc.

XII. Representations by Monson Wealth Management, Inc.

By execution of this Agreement, Monson Wealth Management, Inc. represents and confirms that it is registered as an investment adviser pursuant to applicable State or Federal laws.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties and may not be modified or amended except in writing as executed by both parties.

Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty and with full refund of Monson Wealth Management, Inc.’s fees. Thereafter, this Agreement shall continue in effect until terminated by Monson Wealth Management, Inc. by giving to the Client thirty (30) days’ written notice or by the Client by giving to Monson Wealth Management, Inc. one (1) day’s written notice; provided that the Client may at any time, upon delivery of written notice to Monson Wealth Management, Inc., terminate the discretionary authority of Monson Wealth Management, Inc.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if delivered to Monson Wealth Management, Inc. at: 8503 W. Clearwater Ave, Kennewick, Washington 99336, to the attention of its Owner and Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Washington except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

- Exhibit I - Investment Policy Statement
- Exhibit II - Schedule of Fees
- Exhibit III - Identification of Authorized Third Party
- Exhibit IV - Authorized Firm Persons

XVII. Authority.

When necessary, Monson Wealth Management, Inc. shall authorize the payment of transaction costs from the Account. No commissions will be paid to Monson Wealth Management, Inc. or any Monson Wealth Management, Inc. affiliate.

(Discretionary Investment Management)

___/___ Except as otherwise set forth in this Agreement, Client authorizes Monson Wealth Management, Inc. to investigate, purchase, and sell on behalf of Client, various securities and investments. Monson Wealth Management, Inc. is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase

(Non-Discretionary Investment Management)

___/___ Monson Wealth Management, Inc. is authorized to execute purchases and sales of securities only *after* consulting with Client regarding each transaction.

XVIII. Receipt of Forms ADV Part 2A, Part 2B(s), and Privacy Policy Statement.

___/___ Client acknowledges receipt of Parts 2A and 2B of Form ADV and Monson Wealth Management, Inc.'s Privacy Policy Statement.

XIX. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from Monson Wealth Management, Inc.. These items may include but are not limited to: all statements or reports produced by Monson Wealth Management, Inc.; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); privacy policy statements; and any other notices or documentation that Monson Wealth Management, Inc. chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify Monson Wealth Management, Inc. of any changes to Client's e-mail address shown below or other electronic delivery address.

XX. Assignment.

No assignment (as that term is defined in the Advisers Act) of this Agreement may be made by any party to this Agreement without the prior written consent of the other parties hereto. Subject to the



foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XXI. Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in Monson Wealth Management, Inc.'s Privacy Policy Statement.

XXII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, Monson Wealth Management, Inc. in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIII. Minimum.

There is no account minimum.

XXIV. Market Conditions.

Client acknowledges that Monson Wealth Management, Inc.'s past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** Monson Wealth Management, Inc. does not guarantee or warranty that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

Client Name:	Representative of Monson Wealth Management, Inc.		
Client Signature	Date	Adviser Signature	Date
Client#2 Signature	Date		

Client Street Address:				
City:		State:		Zip:
Phone:		E-Mail(s):		

Exhibit I

Investment Policy Statement

Creation Date:

Explanation and Overview:

The following Investment Policy Statement (“IPS”) is designed to capture an initial picture and evaluation of the Client’s current financial situation including their investment portfolio and assets. From this and other information obtained through Client/ Adviser interviews and meetings, the Adviser will provide guidance and make recommendations to assist the Client in deciding what changes, if any, may be needed regarding their assets, allocations of their assets, and investment portfolio(s). The IPS will serve as a “document of understanding” between the Adviser and the Client which will need to be updated periodically in order to remain relevant.

The IPS is designed to do the following:

1. Define the Client’s current financial situation,
2. Gather Client’s investment profile information including risk/reward tolerances, goals, and expectations.
3. Define the duties and responsibilities of the Client, the Adviser, and the Investment Manager or Investment Committee (if different from Adviser).
4. State, in writing, the Client’s investment goals, objectives, and constraints.
5. Describe proposed investment strategies and styles to be used by Adviser if applicable.
6. Establish guidelines for portfolio rebalancing if applicable.

It is the **duty of the Client** to provide the Adviser with all requested current financial and/or other information to the best of his/her/their abilities. The Adviser will use this information to develop this IPS and the investment recommendations or strategy used for the Client’s portfolios. The Client will also be expected to update the Adviser with any changes to the requested information that occurs in the future. The Adviser cannot be held liable for any inaccurate information provided by the Client.

It is the **duty of the Adviser** to treat the Client with a Fiduciary standard of care – meaning the Client’s interests will always be at the forefront, ahead of any individual adviser representative or the Adviser. The Adviser will use various methods including this IPS and Client interviews, conversations, and meetings to collect the information needed to create this IPS document and to recommend an action plan of investment strategies and/or portfolio investments that are designed to accomplish the Client’s goals and objectives.

As stated above this IPS will be used to gather statistical information about the Client to help the Adviser structure portfolios that are consistent with the Client’s policies and goals as delineated in discussions between the Adviser and the Client.

IPS - Information and Assumptions:

Client Profile Information

	Client #1	Client #2
Client Date of Birth (mm/dd/yyyy):		
Current Annual Income(s):	\$	\$
Income Tax Bracket:	%	%
Desired Retirement Age:		
Net Worth (Including Residence)	\$	\$
Net Worth (Excluding Residence)	\$	\$
Liquid Net Worth	\$	\$

Current Investment Holdings: _____

_____ Adviser has obtained financial records (Balance Sheet, Income Statement, Tax Returns, etc.)

Investment Objective(s) Information

	Client #1	Client #2
Desired Monthly/Annual Retirement Income:	\$ _____ per month/year.	\$ _____ per month/year.
Estimated Annual Inflation Rate Between Now and Retirement:	%	%
Time Horizon for Proposed Investment Portfolio in Years:		

Risk Tolerance:

Acceptable Percentage of Principal Investment Loss in a Short Term Period: _____ %

Target Rate of Return: _____ % over a _____ (# of years) Time Frame.

Specific Investment Objectives and Goals (be specific and provide details): _____

Which of the following best reflects your investment objectives?

- I seek to preserve my investments and accept minimal return to pursue my objective.
- I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value.
- I seek to grow the principal value of my account(s) over time and am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value to pursue my objective.
- I seek to grow a greater amount of the principal value of my investments over time and am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value to pursue this objective.
- I seek a significant increase in the principal value of my investments am willing to accept a corresponding greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal to pursue this objective.

How would you respond if you were to endure an investment loss?

- I would sell my investments immediately if they suffered substantial declines.
- Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio.
- I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio.
- Even if my investments suffered a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio.
- I would increase the amount invested in my portfolio in anticipation of an increase in value.

How knowledgeable are you with regard to finance and investing?

- Minimal. I have very little interest in understanding finance and investing or I have not had the opportunity to learn.
- Low. I have only the basic knowledge of finance, such as stocks, bonds, and mutual funds.
- Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.
- High. In addition to understanding products and terminology, I understand factors that affect the price of stocks and bonds.
- Advanced. I have an in depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company specific risk.

Investment Experience

How long have you owned each/any of the following:

- Mutual Funds Stocks Bonds Fixed Annuities
 Indexed / Variable Annuities ETFs REITs Limited Partnerships
 Other (provide details: _____)



Client and Adviser Adoption Signatures:

Client and Adviser both jointly adopt this Investment Policy Statement and agree that it is a work in progress that must be updated frequently in order to remain relevant and appropriate.

Client Name:	Representative of Monson Wealth Management, Inc.
Client Signature Date	Adviser Signature Date
Second Signature Date	Chief Compliance Officer Signature Date



Exhibit II

Fee Schedule

The following are the fees charged by Monson Wealth Management, Inc. for services provided:

Portfolio Management Services Fees - Monson Stepped Fee Structure

Monson Wealth Management utilizes a stepped fee structure based upon the rights of accumulation within a client's fee family. Fee families are defined as clients who live at the same address

Combined Account Total Assets Under Management	Fee Amount
Up to \$ 49,999	2.0 % annually
\$ 50,000 - \$ 149,999	1.6 % annually
\$ 150,000 - \$ 299,999	1.3 % annually
\$ 300,000 - \$1,000,000	1.0 % annually
Every additional dollar over \$1,000,000	0.8 % annually

Fees are paid monthly in arrears. Monson Wealth Management, Inc. uses the last day of the billing period, after taking into account deposits and withdrawals, for purposes of determining the market value of the assets upon which the advisory fee is based.

Portfolio management fees are withdrawn directly from the client's accounts with client's written authorization. The client fee will be deducted directly from the client's Trust Company of America account and deposited into a Monson Wealth Management, Inc. fee account at Trust Company of America, Monson Wealth Management, Inc.'s custodian/broker-dealer. Since Trust Company of America will not charge Monson Wealth Management, Inc. for the costs associated with custodial and brokerage services, the full fee paid by the client will be remitted by Trust Company of America to Monson Wealth Management, Inc. as the adviser' portfolio management fee. Each time a fee is deducted from the client's account, Monson Wealth Management, Inc. will send the client an invoice itemizing its portion of the fee.

Additional fees or charges may be charges by the custodian. Monson Wealth Management, Inc. does not receive any portion of these fees/charges. Additional fees/charges may include, but are not limited to a startup fee, closing fee, short term trading fee, contingent deferred sales charge, or redemption fees. In addition to Monson Wealth Management, Inc.'s management fees, clients may be subject to other fees and charges for maintaining the account. The client may also incur transaction fees in the account. The client will indirectly pay a management fee to the managers of mutual funds and annuities used with in the account. These could include transactions or ongoing percentage based fees from the custodian, and/or indirect management fees to the managers of funds used within the account. Monson Wealth Management, Inc. will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

Exhibit III

Identification of Authorized Third Party	
The Authorized Third Party for the Account is:	Trust Company of America
Mailing Address:	P.O. Box 5158 Englewood, CO 80155-5158
Telephone:	800-955-0245

Identification of Authorized Third Party	
The Authorized Third Party for the Account is:	Jefferson National
Mailing Address:	P.O. Box 36840 Louisville, KY 40233
Telephone:	866.667.0561

Identification of Authorized Third Party	
The Authorized Third Party for the Account is:	American Funds
Mailing Address:	P.O. Box 6007 Indianapolis, IN 46206-6007
Telephone:	(800) 421-4225

A copy of the Custody Authorized Third Party's agreement is not attached as part of this Exhibit III.



Exhibit IV

Identification of Authorized Firm Persons

The following persons at Monson Wealth Management, Inc. are authorized to act on behalf of Client with respect to the Account.

Client will provide Monson Wealth Management, Inc. with prior written notice of any changes in the persons at Monson Wealth Management, Inc. so authorized.

Authorized Person Name:	Eldon Monson
Position:	Registered Investment Advisor / Owner
Signature:	<i>Eldon Monson</i>

Authorized Person Name:	Linn Hege Stewart
Position:	Registered Investment Advisor / Practice Manager
Signature:	<i>Linn H. Stewart</i>