

WORTH FINANCIAL GROUP

INC.

EST. 1983

MEMBER FINRA & SIPC

16660 Dallas Parkway, Suite 2200

Dallas, Texas 75248

INVESTMENT ADVISORY AGREEMENT For Advisory Clients of Jim Bell

This INVESTMENT ADVISORY AGREEMENT (“Agreement”) is entered into between Worth Financial Group Inc., hereafter referred to as (“Advisor”), a Registered Investment Advisor and full service Broker-Dealer, _____ hereafter referred to as (“Client”) and Jim Bell hereafter referred to as (“IA Rep”).

NOW, THEREFORE in consideration of the mutual promises therein contained, the parties agree as follows:

1. IA Rep will give advice, on a continuing basis, with respect to the investment and reinvestment of all cash and securities and other property in the Account, taking into consideration the specific investment needs and objectives of the Client as the Client communicates them to the Advisor. Client acknowledges that Advisor or IA Rep will not have custody of Client’s funds. Client also acknowledges that Advisor and IA Rep are only providing advisory services described in this Agreement and that Advisor retains no custody or possession of the assets in the Client’s account and performs no depository services with respect to Client’s account.
2. The Account shall consist initially of such cash and securities and other property Client designates, and shall be subject subsequently to such additions and/or withdrawals, as the Client shall at any time direct.
3. The Advisor will keep in strict confidence all information about the financial affairs of the Account. Certain account history information and client specific information may be made available to vendors providing performance accounting services for the Advisor. A copy of Advisor’s Privacy Policy will be provided to you.
4. The Advisor and IA Rep are authorized to direct, implement, monitor, invest and reinvest the cash and securities and other property in the Account in its discretion and without being required to consult with the Client in advance, exercising its judgment with respect to proper investments in the best interests of the Client. In accordance with the foregoing, the Client authorizes any officer, registered employee, or IA Rep to act as the agent of the Client to order deposits and the investment of cash and purchases or sales (including, but not limited to, the exercise of rights and the tender, exchange or conversion) of securities and other property for the Client’s Account and risk, and in the name of the Client. This authorization shall be a continuing one and shall remain in full force and effect until the Advisor has received written notice of revocation thereof.

5. As compensation for the services provided under this Agreement, the Advisor is to receive a management fee at an annual rate according to Exhibit A of this Agreement. Fees will be calculated as a percentage of the assets under management (as reported by the Custodian) on the last business day of each month. Advisory fees are deducted from the client account or billed to the client at the beginning of the following month. The initial fee payment will be collected on the second month following when this Agreement is accepted by Advisor. Client agrees that the Advisor may send bills for its fees for direct payment by the bank or firm holding Client's securities and funds, provided that at the same time Advisor provides notice of its billing to Client which may be an entry on Client's brokerage statement. Some portion of these fees may be shared with IA Rep. Additional charges may apply (see Exhibit A). Advisor does not charge for its financial planning services other than the schedules listed in Exhibit A. Advisor and IA Rep reserves the right to stop work on any account that is more than 90 days overdue. In addition, Advisor reserves the right to terminate any Registered Investment Advisory Agreement where a client has willfully concealed or has refused to provide pertinent information about financial situations when necessary and appropriate, in Advisor's judgment, to providing proper financial advice.
6. The Client will notify the Advisor of any changes made in cash or security positions or any other property of the Account as they occur, if such changes are not made through the Advisor.
7. The Advisor represents that it is a "fiduciary" and "investment manager" with respect to the Account as defined in Sections 3 (21) (A) and 3 (38) of the Employee Retirement Income Security Act of 1974.
8. Advisory accounts for clients of Jim Bell are opened at TD Ameritrade. Advisor recommends custodians based on financial strength, best execution of orders and reasonable commission rates. Advisor nor IA Rep receive any portion of the transaction fees.

IA Rep may combine or aggregate orders for multiple accounts with orders for other accounts for the purpose of "block trading." Block trading can enable the IA Rep to obtain better prices and reduce overall transaction charges, executing trades in a timelier manner, and allocating transaction costs among all of the accounts included in the block. However, client should be aware that due to the types of investments in various accounts, and differences in account objectives, cash positions, account types, and the systems IA Rep has available for placing orders with broker-dealers, block orders may be uncommon for some or all accounts. Accounts whose orders are not aggregated with other orders of other accounts will not receive the benefits of potentially lower transaction costs, timelier or better execution, or volume discounts that might be obtained by accounts whose orders are aggregated. Block orders will usually be executed through an "average price account" or similar account such that transactions for all accounts participating in the order will be averaged as to price and transaction costs, and the securities purchased or net proceeds received will be allocated pro rata among the accounts in proportion to their respective orders placed that trading day. Typically, partial fills will be allocated among accounts in proportion to the total orders participating in the block, unless Advisor determines that

another method of allocation is equitable (such as a rotation or other method). Such exceptions may occur due to varying cash availability across accounts, divergent investment objectives, existing concentrations, tax considerations, investment restrictions, performance relative to the applicable benchmark, performance relative to other accounts in the same strategy, or desire to avoid “odd lots” (an amount of a security that is less than the normal unit of trading for that security).

9. The Client understands that IA Rep, an officer or employee of the Advisor may, as a result of investigation of companies and/or industries, acquire information of a confidential nature and the Client agrees that the Advisor shall not be required to render advice or take any other action concerning any company on the basis of such information where in the Advisor's judgment to do so could involve a violation of law. The Client further understands that differing investment objectives, tax and other factors affect the desirability and timing of particular transactions, and that customers of the Advisor and its affiliates, as well as the Advisor itself, its officers and employees and members of their families and affiliates, may hold and have transactions in securities and other property with respect to which services are provided hereunder. The Client consents to such transactions if not in violation of applicable law, provided that the investment advisory services hereunder are at all times given in good faith.
10. Either the Client or the Advisor upon receipt of written notice, thirty days in advance, to the other Party may terminate this Agreement. Client has the right to terminate the agreement without penalty within five business days after entering into the Agreement. Termination by either the Client or the Advisor shall not have the effect of canceling orders to deposit or invest cash or to purchase or sell the securities or other property placed prior to the receipt of the notice of termination.

Client acknowledges receipt of Part II of Form ADV (Brochure). If the Brochure was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment advisor, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all the parties to the contract have signed the contract, or in the case of an oral contract otherwise signified their acceptance, any other provisions of this contract notwithstanding.

11. This Agreement shall not be assigned by either Party without the written consent of the other party, and this Agreement shall, until termination, inure to the benefit of the Advisor and any successors in interest.
12. Neither Advisor nor IA Rep vote proxies on securities. We require Client to retain responsibility for voting all account securities. Advisor will not vote, exercise rights, make elections, or take other such actions with respect to securities held for accounts we manage. If desired, Client may instruct Advisor or IA Rep in writing to forward to you or a third party materials we receive pertaining to proxy solicitations or similar matters. Upon receipt of such written instructions, Advisor or IA Rep will use reasonable efforts to forward such materials in a timely manner. In the absence of a written request, Advisor will discard

account proxy and related materials. Client may obtain proxy materials directly by written request to the account's custodian.

Similarly, Advisor and IA Rep do not advise or exercise rights, make elections, or take other actions with respect to legal proceedings involving companies whose securities are or were held in Client's account, such as asserting claims or voting in bankruptcy or reorganization proceedings, or filing "proofs of claim" in class action litigation. If desired, Client may instruct Advisor or IA Rep in writing to forward to you or a third party any materials we receive pertaining to such matters. Upon our receipt of such written instructions, Advisor or IA Rep will use reasonable efforts to forward such materials in a timely manner. In the absence of a written request, we will discard such materials. IA Rep may provide advice to Client regarding your voting of proxies.

13. If any provision of this Agreement is held by a regulatory authority or a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
14. Client agrees to appoint Advisor its agent and attorney-in-fact in connection with assets managed by Advisor for Client, including but not limited to, purchase and sale of securities, clearance and settlement of securities transactions, transfer, receipt, and delivery of securities or cash, to choose and to change custodial relationships and authorizes Advisor to give such instructions and to act on behalf of the Client with respect to the managed assets in the same manner and with the same force and effect as if the Client acted directly. This Limited Power of Attorney shall remain in effect until authority is revoked by Client and until receipt by Advisor of written notice of such revocation.
15. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statements, or promises not contained in this Agreement shall be valid or binding.
16. Client acknowledges that the information provided in the new account forms are accurate to the best of Client's knowledge and are representative of Client's investment goals and objectives.
17. **ARBITRATION** - Client agrees that all controversies that may arise between the parties concerning performance or breach of this Agreement, or any other Agreement between the parties, whether entered into before, on, or after the date this Account is opened shall be determined by arbitration before a panel of independent arbitrators set up by the American Arbitration Association or any other industry forum only to the extent expressly provided as an alternative under the securities laws of the State of Texas. Arbitration will be held in

Dallas, Texas. Client understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction. Client is aware of the following:

- a. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- b. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- c. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- d. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- f. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- g. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

All controversies that may arise between Client, Advisor and/or IA Rep (the parties) concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between the parties whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization. If Client designates the rules of a United States self-regulatory organization and those rules fail to be applied for any reason, then Client shall designate the prevailing rules of any other United States securities self-regulatory organization of which the person, entity or entities against whom the claim is made is a member. If Client does not notify Advisor in writing of Client's designation within five (5) days after such failure or after Client receives from Advisor a written demand for arbitration, then Client authorizes Advisor to make such designation on Client's behalf. The designation of the rules of a United States self-regulatory organization is not integral to the underlying agreement to arbitrate. Client understands that judgment upon any arbitration award may be entered in any court of competent 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: (i) the class certification is denied; or (ii) the class is decertified; or (iii) 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.

18. This Agreement represents the entire Agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but only by an Agreement in writing signed by all parties.

19. Written notices and communications to the Client shall be addressed as follows:

() send communication via email to: _____

Written notices and communications shall be addressed as indicated above unless the Client has notified the Advisor of a change. Notification of a change of address, which must be in writing, shall be effective upon receipt.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year first written below.

Client Signature: _____

Client Name (print): _____

Dated: _____

Joint Client Signature: _____

Joint Client Name (print): _____

Dated: _____

IA Rep Signature: _____

IA Rep: Jim Bell

Dated: _____

ACCEPTED: Worth Financial Group Inc.

By: _____

WFG officer (print) : _____

Dated: _____

EXHIBIT A

Fees will be calculated as a percentage of the assets under management (as reported by the Custodian) on the last business day of each month. Advisory fees are deducted from the client account or billed to the client at the beginning of the following month. Client may terminate the investment advisory contract at any time with thirty days written notice. Additionally, client may terminate the Advisory Agreement within five days of signing the agreement with no fees.

Advisory fee schedule for advisory clients of Jim Bell's is:

Month End Values	Annual Rate	Monthly Rate
\$25,000 +	3.0 %	0.25 %

- Minimum account value to open a new account is \$100,000, a household liquid net worth of at least \$250,000 and investment objectives is growth and/or capital appreciation.
- Fees are negotiable and Client may be able to obtain these advisory services elsewhere at lower cost. Fees other than stated above must be approved, in writing, by an Advisor principal
- All client accounts of Jim Bell are held at TD Ameritrade. Advisor negotiated a discounted commission schedule with TD Ameritrade. All trades executed by Jim Bell are charged according to this schedule and are paid to TD Ameritrade. Advisor nor IA Rep receive any portion of these commissions, fees, and costs
- Advisory fees do not include other fees associated with the service of the account such as wire fees, electronic fund transfers, returned check fees, overnight fees, custodial fees, exchange fees or other charges required by TD Ameritrade or by law
- Advisor, in its sole discretion, may waive its minimum fee/account value and/or charge a lesser investment advisory fee based upon certain criteria (e.g., historical relationship, type of assets, anticipated future earning capacity, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, negotiations with Client, etc.).
- Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund's prospectus.
- If sufficient cash is not available in the account to pay the fees when due, Advisor will liquidate securities selected by Advisor without prior notice to the client. If mutual funds are liquidated, the client may be charged a contingent deferred sales charge, an early redemption fee, or a fee to discourage short-term trading of fund shares. If the liquidated securities have declined in value, client will realize a loss and forego the opportunity for future appreciation of the securities.
- Client can generally purchase the same or similar investment products or services through other firms that are not affiliated with Advisor. However, clients who obtain investment products or services through other firms will not receive the benefit of the services we provide in determining which investment products or services may be appropriate in view of the client's financial situation, investment objectives, risk tolerance, and liquidity needs. Advisor's fees may be higher (or lower) than fees charged by other advisers or institutions for similar services with better (or worse) performance or lower (or higher) risk. Client should consider carefully all of the direct and indirect fees and expenses of our services and the investment products we recommend to fully understand the total costs and assess the value of our services.