

**DIAS WEALTH, LLC**  
**INVESTMENT ADVISORY SERVICES AGREEMENT**  
**SELECTION AND MONITORING OF THIRD-PARTY INVESTMENT ADVISERS**

This Investment Advisory Services Agreement (“Agreement”), dated on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between Carlos Dias Jr. and Dias Wealth, LLC (hereinafter referred to as the "Adviser"), a registered investment adviser, whose mailing address is P.O. Box 952884, Lake Mary, FL 32795 and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter referred to as the "Client").

Adviser shall provide investment management services to the following Client’s Account(s): \_\_\_\_\_, (hereinafter referred to as “Account”).

**1. Scope of Advisory Services.** The Client hereby appoints the Adviser, and the Adviser hereby accepts the appointment, to select and monitor third-party investment advisers on an ongoing and non-discretionary basis. The Client acknowledges that the services covered by this Agreement are non-discretionary and confer no investment authority or responsibility to the Adviser over any assets of the Client regardless of how such assets are held by the Client. The third-party investment adviser will be responsible for portfolio management, best execution, portfolio reporting, trading, trade error resolution, custodian reconciliations, and all other aspects related to the management of the Client’s Account. Adviser will maintain its relationship with the Client by monitoring the status of the Client’s Account(s) with the third-party investment adviser, making recommendations about the third-party investment adviser, meeting with the Client either in person or by telephone annually and acting as the Client’s primary financial advisor. All questions regarding the third-party investment adviser’s services and performance should be directed to the Adviser.

**2. Applicable Investment Guidelines.** The Adviser may deem it prudent, in performing its services hereunder, to solicit from, and/or review with, the Client the investment objectives, policies, instructions, limitations and/or designations of the Client (the “Client Information”). The Client acknowledges and agrees that the Client is responsible for ensuring the accuracy and the legality of the Client Information. The Client represents that the Client Information and any other written information provided to the Adviser is accurate and complete, and the Client agrees that the Adviser and its agents or designees may each rely on such information in performing their responsibilities hereunder. The Client acknowledges and understands that it shall be the responsibility of the Client to promptly furnish the Adviser with written notice of changes in such Client Information or other written information provided by the Client to the Adviser.

**3. Custody of Assets; Client Transactions.** The Client acknowledges that this Agreement is not intended to, nor does it, confer or create any rights or obligations associated with the custody of any Client assets in favor of, or to the detriment of, the Adviser. If requested by the Adviser, the Client agrees to provide to the Adviser copies of or access to all necessary transactional information regarding the Client’s assets which is deemed necessary by the Adviser to perform the advisory services selected hereunder. The Client shall be free to disregard any investment advice or recommendation offered to the Client by the Adviser. The Adviser assumes no responsibility for any investment activity directed by the Client or other agents of the Client, or the effects it may have on Adviser’s overall investment advice rendered pursuant to this Agreement.

**4. Client Representations and Acknowledgements.** The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part 2A of the Adviser’s Form ADV; (c) the Client has received Part 2A of the third-party investment adviser’s Form ADV; (d) the Client has delivered to the Adviser, and from time to time hereafter promptly will deliver to the Adviser, in writing, all of the information which the Adviser may require or reasonably request in order to perform its duties hereunder, and promptly will notify the Adviser, in writing, of any material changes in the information furnished; and (e) the Client is independent of and unrelated to the Adviser and its affiliates.

**5. Adviser Representations and Acknowledgements.** The Adviser represents and/or acknowledges that: (a) the Adviser is registered or exempt from registration as an investment adviser with the state of Florida or with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) Adviser has delivered to the Client Part 2A of its Form ADV; (c) Adviser has delivered to the Client the third-party investment adviser’s Form ADV; and (d) to the extent required by law and in accordance with the Adviser’s privacy policy, Adviser will treat as confidential any information obtained from or about the Client or the Client’s Account through the performance of its obligations under this Agreement.

**6. Voting of Proxies.** Unless otherwise agreed to in writing by the parties, the Client agrees that the Client (and not the Adviser) shall be responsible for voting all proxies solicited by issuers of securities held in the Account.

**7. Non-exclusivity.** Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other Clients, as the Adviser does for the Account. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon the Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which the Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of the Adviser such investment would be unsuitable for the Account or if the Adviser determines in the best interest of the Account it would be impractical or undesirable.

**8. Adviser Liability.** Except as otherwise provided by federal or state securities laws, the Adviser, acting in good faith, shall not be liable for any action, omission, investment recommendation and/or decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals, third-party investment adviser or third-party service providers recommended to the Client by the Adviser, including a broker-dealer and/or custodian. If the Account contains only a portion of the Client’s total assets, Adviser shall only be responsible for those assets that the Client has designated to be the subject of the Adviser’s investment management services under this Agreement without consideration to those additional assets not so designated by the Client. Additionally, nothing in this Agreement constitutes a waiver of any rights under the Florida Securities Act of 1972, as amended, or under federal securities laws.

The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Client’s Account is a tax-qualified or tax-exempt account. The Client also acknowledges that the Adviser does not offer legal or tax advice and it is the separate responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

**9. Compensation.** The payment and computation of any compensation due to the Adviser for rendering its services under this Agreement (the “Fee”) shall be as agreed between the Client and the Adviser under Appendix A – Fee Agreement, which is incorporated herein and made a part of this Agreement. The Fee will not be based upon a share of capital gains or capital appreciation of the funds or of any portion of the funds under advisory contract.

The Advisers annual is based on a percentage of assets under management reported by the Third-Party Adviser. Advisers annual management fee is based on the following fee schedule:

<b>Custodian Reported Account Value</b>	<b>Annual Management Fee</b>
Up to \$1,000,000	1.00%
\$1,000,001 to \$3,000,000	0.85%
\$3,000,001 to \$5,000,000	0.75%
\$5,000,001 and \$10,000,000	0.65%
Over \$10,000,000	0.50%

The Fee is negotiable and is separate from the Third-Party Adviser’s fee. The Third-Party Advisers fee is disclosed to the Client in the Third-Party Adviser’s Form ADV Part 2A. Fees for Client accounts are calculated and collected according to the selected Third-Party Adviser’s billing cycle (monthly or quarterly, in advance or in arrears). The Third-Party Adviser will have the ability to instruct the custodian to withdraw our management fee. The client may terminate these authorizations at any time.

The Fee does not include the third-party investment advisers fee, ticket charges, brokerage commissions, transaction fees, and other related costs and expenses that are normally incurred by the Client. Clients may incur certain charges imposed by custodians, brokers, and other third parties such as fees charged by advisers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions. Mutual funds and exchange traded funds also charge internal management fees, which are disclosed in a fund’s prospectus. Such charges,

fees and commissions are exclusive, of and in addition to, the Fee and Adviser will not receive any portion of these commissions, fees, and costs.

**10. Termination, Assignment and Amendment.** A Client may terminate this agreement for any reason within the first five (5) business days after signing the contract without any cost or penalty. Thereafter, the contract may be terminated at any time by giving ten (10) days written notice to the Adviser at Dias Wealth, LLC, P.O. Box 952884, Lake Mary, FL 32795. In the event of early termination, any prepaid fees will be prorated for the number of days that services were rendered and any unearned fees will be refunded to the client.

**11. Governing Law.** This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State in which the Client is domicile. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client shall be in a mutually agreed upon location.

**12. Notices.** All required notices shall be in writing and directed to the addresses of record, or to such other address as may be designated for this purpose by Client or Adviser from time to time. Notice shall be deemed delivered and effective after five days if sent to the last designated address by ordinary United States mail, postage prepaid.

**13. Severability.** If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

**14. Client Conflicts.** If this Agreement is between the Adviser and related Clients (i.e. husband and wife, life partners, etc.), Adviser's services shall be based upon the joint goals communicated to the Adviser. Adviser shall be permitted to rely upon instructions from either party with respect to disposition of the Assets, unless and until such reliance is revoked in writing to the Adviser. The Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between Client and Adviser with respect to the Account. The agreement may be amended by written consent of both Client and Adviser. In the event that any provision of this Agreement is declared to be invalid, such declaration shall not be deemed to affect the validity of any of the other provisions of this Agreement. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard for conflict of laws principles.

**16. Assignment.** No "assignment" (as that term is construed under the Federal Advisers Act) of this Agreement may be made by Adviser without Client's prior written consent. Any corporate reorganization or change in ownership of Adviser that does not result in a change of control of Adviser is not an "assignment" for this purpose.

**17. Arbitration.** All controversies concerning (a) any transaction, (b) the construction, performance or breach of this Agreement, or (c) any other matter which may arise between the Adviser and the Client or its agents, shall be determined by arbitration conducted pursuant to the Federal Arbitration Act and the laws of the in which is registered or exempt of registration, before the American Arbitration Association. The Client understands that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under federal or state securities laws.

As or on behalf of the Client, I understand that, unless otherwise provided above:

1. Arbitration is final and binding on the parties;
2. The parties are waiving their rights to seek remedies in court, including their right to a jury trial;
3. Pre-arbitration discovery is generally more limited than and different from court proceedings;
4. The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited; and
5. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities or advisory industry.

This Section 17 shall survive the termination of this Agreement.

**18. Electronic Delivery of Documents.** Client may elect to receive electronic delivery of all documents from Adviser in the signature block below; if Client makes this election, then Client will generally not receive a paper copy. Client can withdraw this consent at any time at no cost by sending Adviser written notice. Allow Adviser ten business days to implement this change. Client's consent to electronic delivery of documents will apply to all records and documents related to the Adviser-Client relationship that includes, but not limited to ADV Part 2A, Privacy Notice, Account disclosures, newsletters, and other notices regarding Client's Account and such other documents, as Client or Adviser may make available from time to time. Client may request a paper copy of any document delivered electronically at no cost by calling Adviser. Please allow ten business days for processing the request. Requesting a paper copy will not affect Client's participation in the electronic delivery of documents. In order to access documents electronically, Client will need a personal computer with internet access through an Internet Service Provider (ISP) and an email address. Client may download Adobe Reader at no cost on the Internet at <http://www.adobe.com>, but all other software, hardware and systems must be provided at Client's cost. Client represents that his/her/its email address set forth on the signature page of this Agreement is a current, valid email address. In the event Client changes his/her/its email address, Client must notify Adviser immediately by contacting Adviser by telephone or in writing via U.S. mail. If Adviser is repeatedly unable to deliver Client's electronic document(s) to the specified email address, Adviser reserves the right to terminate the electronic delivery of documents service and deliver the documents to Client via U.S. mail.

This Agreement, including the **agreement to arbitration of disputes in Section 17**, has been signed and delivered by their duly authorized representatives on the date indicated below.

<b>Client(s):</b>		
_____ <i>Printed name and any representative capacity</i>	_____ <i>Client's or representative's signature</i>	_____ <i>Date</i>
_____ <i>Printed name and any representative capacity</i>	_____ <i>Client's additional required signatures (e.g., joint account or co-trustee)</i>	_____ <i>Date</i>
_____ <i>Printed name and any representative capacity</i>	_____ <i>Client's additional required signatures (e.g., joint account or co-trustee)</i>	_____ <i>Date</i>
<b>Authorization for Electronic Delivery of Documents:</b>		<b>Dias Wealth, LLC</b>
_____ <i>(client initials)</i> _____ <i>(client initials)</i>  By initialing here, you certify that you have received Adviser and third-party investment adviser's ADV Part 2A or Appendix 1, ADV Part 2B, or Appendix 1 and Privacy Notice. The Client also hereby request and consent to the Adviser sending all communications and documents to him or her electronically, rather than in a paper format, upon the terms described in Section 18. Please carefully read those terms and related disclosures and do not hesitate to ask questions. This authorization can be terminated as provided in Section 18. The following email address(es) will be used to deliver documents and information to the Client unless and until he or she notifies the Adviser of a change.  _____ <i>Email Address</i>  _____ <i>Email Address</i>		_____ <i>Adviser Signature</i>  _____ <i>Printed name and title</i>  _____ <i>Date</i>

## Appendix A – Fee Schedule DIAS WEALTH, LLC

---

Advisers annual management fee is based on the following fee schedule:

<u>Custodian Reported Account Value</u>	<u>Annual Management Fee</u>
Up to \$1,000,000	1.00%
\$1,000,001 to \$3,000,000	0.85%
\$3,000,001 to \$5,000,000	0.75%
\$5,000,001 and \$10,000,000	0.65%
Over \$10,000,000	0.50%

The fee is negotiable and separate from the Third-Party Advisers fee. Fees for client accounts are calculated and collected according to the selected Third-Party Adviser’s billing cycle (monthly or quarterly, in advance or in arrears).

### **Fee Schedule**

Monthly or  Quarterly
  In Advance or  In Arrears

<b>Annual Management Fee</b>
%

\_\_\_\_\_  
**(Initial)**    **(Initial)**

The Third-Party Adviser’s fee can be found in their ADV Part 2A.

### **Acknowledgement of Receipt**

\_\_\_\_\_  
**(Initial)**    **(Initial)**    Client acknowledges receipt of Adviser's Form ADV, Part 2A and 2B on or before the date of execution of this Agreement, which may be amended and updated from time to time and provided to Client.

\_\_\_\_\_  
**(Initial)**    **(Initial)**    Client Acknowledges receipt of Adviser's Privacy Policy, which is attached to this document describing its practices for the collection and sharing of client information.