

SERVICES AGREEMENT

This Service Agreement (the "Agreement") is entered into by and between The Financial Promise Co., a Wisconsin corporation, Black Wealth Network ("collectively BWN"), SaveDaily Financial Group LLC ("Recordkeeper"), and you the Customer ("Customer"), and is a part of several agreements covering your self-directed Investment Account ("Investment Account" or "Account"). You acknowledge that you have read and understand the general terms and conditions for use of this website, which appear under the separate button ("Terms and Conditions") on the home page of this website. If any authorization or acknowledgement in this Services Agreement is revoked, your Investment Account will be closed and, in the sole discretion of BWN, Recordkeeper, the investment broker ("Broker"), if applicable, and/or the participating mutual funds you hold, your mutual fund investments, to the extent permitted by applicable law, will be redeemed in full and credited to your bank account, or transferred to a traditional mutual fund account with the sponsoring mutual fund company, which may have minimum balances, sales charges and other new requirements that would apply. Later, you will supply us with some basic information about your investment goals, financial status, risk tolerances, and time horizon, which will be kept strictly confidential and not shared with anyone else outside of this program unless expressly authorized by you in advance.

1. Background. Recordkeeper provides investment education and record maintenance services to BWN and its Customers, as outlined in Section 4. BWN, Recordkeeper and Customer wish to enter into this Service Agreement whereby Recordkeeper will provide, on an electronic basis, investment education and investment access services to you with respect to your assets in your Investment Account.

2. Summary of Program Benefits

- You may use Recordkeeper's educational content to educate yourself on saving and investing issues.
- You may enjoy these benefits through your computer with no paper or mail.
- You may invest in participating mutual funds without any transaction charges or minimum investment requirements.
- You may invest in participating mutual funds through a one-time or regular automatic debit to your bank account.
- Each of these benefits is subject to the terms and conditions of this Services Agreement, any requirements of the participating mutual funds and you providing the required information.
- **3. General Provisions.** Until this Services Agreement is terminated, you agree to retain Recordkeeper as a record keeper to your Investment Account and Recordkeeper agrees to act as a record keeper to your Account.

4. Duties of Recordkeeper.

- (a) <u>Investment Services</u>. BWN/Recordkeeper will obtain investment planning information from you, such as your goals, time horizon, and risk tolerances. BWN/Recordkeeper will make educational and financial planning tools available to you, which will assist you in making decisions regarding your investments. BWN's website also will help you monitor your investment accumulation progress and assist you in making adjustments to your investment profile so that you can update and amend your investing strategy.
- (b) <u>Customized Services and Investment Restrictions</u>. BWN customizes it software based financial advisory service by using advanced algorithms, which are based on academic behavioral economics research, to distinguish an investor's risk tolerance, to the individual needs of its Clients and subject to certain product features and account limitations that prospective investors should consider. Accounts are opened and maintained according to this Agreement, which describes the discretionary authority that the Client grants BWN.

BWN presents to each Client a suitability questionnaire to estimate both the individual's objective ability to take risk and personal willingness to take risk. We ask personal risk questions to determine both the level of the risk an individual is willing to take and the consistency among the answers. For example, if an individual is willing to take a lot of risk in one case and very little in another, then the individual is deemed inconsistent and is therefore assigned a lower risk tolerance score than the simple weighted average of his/her answers. We ask objective questions to estimate with as few questions as possible whether the individual is likely to have enough money saved at retirement to afford his/her likely spending needs.

- (c) <u>Advisory Risk</u>. There is no guarantee that BWN's judgment or investment decisions regarding particular securities or asset classes will necessarily produce the intended results. BWN's judgment may prove to be incorrect, and a Client might not achieve his/her investment objectives. Recordkeeper may make future changes to the investing algorithms and advisory services that it provides. In addition, it is possible that Clients or Recordkeeper itself may suffer computer equipment failure, loss of internet access, viruses, or other events that may impair access to Recordkeeper's website and its software based financial advisory technology. Recordkeeper and its representatives are not responsible to any Client for any losses.
- (d) Reports. BWN will provide you with full password-protected access to website-based information and statements about the mutual fund investments in your Investment Account including the purchase date and price, and the current market value.

5. Holding Account.

As part of your Investment Account, BWN will establish a money market mutual fund¹ account on your behalf. This money market account will act as a holding account for cash transfers from third parties.

6. Client Acknowledgements.

¹ Note: Money market funds are neither insured nor guaranteed by the Federal Deposit Insurance Corporation or any other U.S. Government agency. Although money market funds seek to preserve their value at \$1.00 per share, it is possible to lose money by investing in a money market fund.

- (a) <u>Authority</u>. The authority you give to BWN depends upon the type of investment vehicle you select. Any authority given to BWN under this Services Agreement will remain in effect until changed or terminated by you or by BWN or Recordkeeper.
- (i) <u>Non-Discretionary Authority</u>. You understand that neither BWN, Recordkeeper nor its representatives will exercise any discretionary authority with respect to your Account. As such, BWN will not authorize any broker to make any transactions on your behalf in your Account.
- (b) <u>Client Profile</u>. You agree to notify BWN promptly of any material change in the information provided to BWN or any other material change in your financial circumstances or investment objectives that might affect the manner in which the Account should be invested. You also agree to provide BWN with such additional information as BWN may request from time to time to assist it in advising you. You may use automated tools to help you develop your own investment or savings plan to help you meet your investment objectives within your particular risk profile.
- (c) <u>Risk Acknowledgement</u>. BWN cannot guarantee the future performance of the Account, or the success of any investment strategy that the Recordkeeper's algorythm may recommend, based on your suitability questionnaire answers. You understand that any investment recommendations made by BWN, are subject to various market, currency, economic, political and business risks, and that those investment recommendations will not always be profitable.
- (d) Additional Disclosure Documents. Mutual funds and certain other securities are offered by prospectus only. BWN provides prospectus online, as required by law. It is your responsibility to read and understand the terms and conditions in the prospectus, including fees and charges that may apply, before investing. BWN will not accept any liability for orders executed under the terms and conditions of a prospectus. Charges imposed by the securities and/or products, including redemption fees, are subject to change. It is your responsibility to understand such fees and expenses prior to making investment decisions regarding, or otherwise participating in, a particular security or product. One or more mutual funds may reserve the right to change its policies regarding exchanges, redemptions, or purchases. This may affect Recordkeeper's ability to execute an order on your behalf. You may access and review Prospectuses on line at any time.
- (e) <u>Client Authority</u>. If you are a corporation, partnership or limited liability company, the person authorizing this Services Agreement represents that he or she has been authorized to do so by an appropriate resolution. If this Services Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that BWN's investment strategies, allocation procedures, and investment services are authorized under the applicable plan, trust, or law that the person signing this Services Agreement has the authority to negotiate and enter into this Services Agreement. You agree to inform BWN of any event that might affect this authority or the propriety of this Services Agreement.
- (g) <u>Consensual Age</u>. You certify that you are of legal age to hold investment accounts in your state of residence.
- **7. Custody.** Physical custody of the Account's assets will be maintained by UMB Bank, N.A., located in Kansas City, MO.
- **8. Fees.** You will be charged Fees as described below and outlined in Exhibit A for each Investment Account that you open, unless you have a special promotional rate. Following your completion of the

registration and your acknowledgment and agreement to the terms of this Services Agreement, you authorize Recordkeeper to debit the fees directly from your investment holdings by redeeming the necessary shares or by pulling the Fees directly from your bank account if you have one registered. If attempts to pull Fees is unsuccessful, Recordkeeper will maintain your account in a suspended status until you remit payment of the Fees or Recordkeeper may close your account. Recordkeeper reserves the right to waive any Fees at any time for any client and to reimburse any client for the fee.

- (a) Account Fees. You may be charged a quarterly fee as described in Exhibit A.
- (b) <u>Distribution Fees.</u> You may be charged a distribution fee as outlined in Exhibit A for each distribution made, whether by check or ACH.
- (c) <u>Paper Statement Fees.</u> BWN/Recordkeeper is able to provide its services at a very low cost because it conducts most transactions and customer communications electronically. When BWN/Recordkeeper has to provide you with printed copies of documents, BWN/Recordkeeper incurs significant additional costs. Therefore, BWN/Recordkeeper will charge you as indicated on Exhibit A for any such requests for hard copies of documents.
- (d) <u>Error Resolution Fees</u>. You agree that you will be responsible for all error resolution fees, including but not limited those related to cancelled checks, insufficient funds, closed bank accounts, or incorrect bank account information, at a cost as outlined on Exhibit A.
- (e) <u>Investment Fees Individual Mutual Funds</u>. If you choose to invest in individual mutual funds, you will not be charged an Investment Fee.
- (f) 12b-1. You acknowledge that some of the mutual funds available through your Account also pay the Broker (if applicable) an annual distribution and service fees typically ranging from 0.25% to 1.00% (known as "12b-1 Fees"). The 12b-1 fees are paid directly by the mutual funds to the Broker and the amount of the fee for each mutual fund is disclosed in its prospectus. These fees are deducted by the mutual funds from the total aggregate amount of assets invested in the fund. They are not deducted from your Account. BWN/Recordkeeper does not share in any of these fees.
- **8.** Other Fees If applicable, the Broker may pay BWN certain marketing fees. These fees will be paid by the Broker out of certain of its own revenues and will not be deducted from or charged against your Account.

Additional services may be offered by BWN, which may require additional fees. You will be informed of such additional fees before agreeing to accept any such additional services. We will not charge any such additional fees without your prior authorization.

9. Amendment of Agreement/Modification of Services. BWN may amend or otherwise modify this Agreement, including any features of the Program, in its sole discretion, by mailing you a written notice or a new Agreement or, if you are an online client, post such amendments or modifications online. Any such amendment or modification will be effective as of the date BWN establishes as outlined in the notice. Unless you terminate this Agreement pursuant to Section 10 below, your continued enrollment in the Program after such notice will indicate your acceptance of the amendments and/or modifications. This Agreement is not subject to any oral modification.

- 10. Termination of Authorizations and Acknowledgements. The authorization and acknowledgements above will remain in effect until you have revoked or terminated any of them, or until they are cancelled by us. The revocation or termination may be effected via email, through the Recordkeeper website or through Recordkeeper. The revocation or termination of any of the authorizations will serve as notice of termination of this Services Agreement and your Services Agreement, and you will be provided with 30 days within which to provide instructions to transfer all assets from your Account to another institution. After 30 more days, unless in the process of being transferred, your Account will be liquidated, to the extent permitted by applicable law, and any proceeds will be credited to your bank account or transferred to a traditional mutual fund account with the sponsoring mutual fund company, which may have minimum balances, sales charges and other new requirements that would apply. A liquidation would constitute a sale for tax purposes and you may incur a tax liability. BWN will provide no further investment advice after any notice of revocation or termination of any acknowledgement.
- 11. Binding Agreement. This Services Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Services Agreement may not be assigned (within the meaning of the Investment Advisers Act) by either party without the consent of the other party.
- **12. Disclosure.** You agree that you have received and reviewed a copy of this Services Agreement. You have the right to terminate this Services Agreement without penalty within five (5) business days after entering into this Services Agreement. Any investment you make through your Investment Account during that five-day period may lose money just like any mutual fund investment made at any other time.
- 13. Liability. Except as may otherwise be provided by law, none of BWN, Recordkeeper, the Broker (if applicable), Adviser (if applicable), UMB Bank, N.A., BWN, Recordkeeper, Broker, Adviser or UMB's affiliates, or their officers, agents and affiliates will be liable to you for (a) any loss that you may suffer by reason of any investment recommendation made by Adviser, or other action taken or omitted in good faith by any of them with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a like capacity would use; (b) any loss arising from adherence to your instructions; or (c) any act or failure to act by any other broker or dealer, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.
- **14. Authorizations and Acknowledgements.** The following authorizations and acknowledgments are an important part of your Investment Account. You must agree to these acknowledgements at all times or must resign from the program and have your Investment Account assets liquidated or transferred.
- (a) <u>Confirmations, Account Statements and Other Information</u>. All communications between us must be by email, or through Recordkeeper's website. This means the following:
- (i) You agree to receive all notices of confirmations of your mutual fund transactions from the mutual funds via electronic delivery at the email you provided at registration. Complete confirmation information and transaction history for your Account will be available only through BWN's website.

- (ii) You will be able to contact and send instructions to the participating mutual funds only through this website. You will receive an email notifying you when your quarterly account statement is available for viewing and printing.
- (iii) Information about the mutual funds, including prospectuses, annual and semi-annual reports will be provided on BWN's website. You will not receive paper copies of these documents (unless you download and print them yourself). You should try to be an informed and disciplined investor and review your Account information regularly. You agree to review it no less frequently than once each year. We will send you a reminder by email if you have not reviewed your account information for one year. If we do not receive a response or if you have not reviewed your Account within a reasonable period of time afterwards of no less than 30 days your Account may be regarded as inactive, and, to the extent permitted by applicable law, we may liquidate your Account and credit your bank account for the proceeds, or transfer your mutual fund investments to a traditional mutual fund account with the sponsoring mutual fund company, which may have minimum balances, sales charges and other new requirements that would apply. We also may treat the Account as a lost account in accordance with relevant state law.
 - (iv) Any letter to us for purposes other than changing (1) a name, (2) account registration or (3) bank account information, all of which require a signature guarantee, may be deemed to revoke this authorization unless you specifically state otherwise. Complaints also must be sent by email or through this website.
 - (b) <u>Purchase, Exchange and Redemption Instructions</u>. Instructions for purchases, exchanges and redemptions may be sent electronically through Record-keeper's website only; not by email, telephone, facsimile or by letter. An instruction will be deemed to be given by you when received. You authorize Record-keeper to debit the bank account you specified to pay for the mutual fund shares covered by any purchase order given by you. You also authorize Record-keeper to credit that bank account with the proceeds of any redemption order for mutual fund shares given by you. You acknowledge that a credit to your bank account, or a distribution via check or wire, are the only means for you to receive the proceeds from investments in your Account.

You acknowledge that all purchase and redemption requests received by Record-keeper prior to 2:00 p.m. Eastern Standard Time² will be processed with best efforts of Record-keeper at the next trading day, typically each business day, but that Record-keeper cannot guarantee that your requests will be executed at the next trading day, where your purchases and redemptions will be priced at the NAV in effect at that time. You further acknowledge that all purchase and redemption requests submitted after 2:00 p.m. EST may not be processed by Record-keeper at the next trading day, but may wait until the second trading day or beyond, where your purchases and redemptions will be priced at the NAV in effect at that time.

(c) <u>Delay of Orders</u>. Orders for the purchase and sale (redemption) of mutual fund shares are not executed immediately upon your order through the web site. Rather, those orders are transmitted to the transfer agent or sub-transfer agent for execution in accordance with the terms set forth in the applicable prospectus for those mutual funds.

Also, you should be aware that Recordkeeper conducts a routine bank account verification process (known as "pre-noting") before executing your initial investment.

The pre-noting process may take five (5) business days or more, so your initial investment may not be executed until the close of the market on the first trading day following the pre-note process and the investment will be priced at that day's closing NAV. In addition, any additional trades requested during the

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² Subject to change

pre-note process will also be held until the end of the pre-note process and executed along with your initial transaction. Subsequent trades will not be subject to the pre-noting process and Recordkeeper will use best efforts to execute subsequent trades at, and priced at the NAV in effect at, the next close of trading (provided that the trade request is received prior to 2:00 p.m. EST, see "Purchase, Exchange and Redemption Instructions").

Finally, please be aware that investments may be required to remain in your account for fifteen (15) days before they are available for redemption. Therefore, the mutual funds listed on your Account may show two balances, "Balance," and "Available Balance." The Available Balance represents the amount that has been in your Account for more than 15 days and is therefore available for redemption. We cannot honor requests for redemption of more than the Available Balance. If you wish to redeem shares in an amount greater than your Available Balance, you will have to wait until the entire amount you wish to redeem becomes available.

15. Miscellaneous.

- (a) <u>Suitability</u>. You acknowledge that only you are responsible for the selected transactions in your Account, and related recommendations, including assessing the suitability of transactions for your Investment Account.
- (b) <u>Dividends and Distributions</u>. All income dividends and capital gains distributions will be reinvested automatically in more shares of the relevant mutual fund. You can receive money from your Account only by requesting a redemption of shares.
 - (c) <u>Further Acknowledgements</u>. You acknowledge and agree to each of the following:
- (i) If applicable, the Broker is acting solely as a limited purpose agent for the mutual funds and/or the primary distributor for the mutual funds in the purchase and sale of the mutual fund shares available through participating mutual funds and not as your broker or as an investment adviser with respect to your Account. The Broker will carry out transactions only as directed by the Adviser on your behalf in accordance with your financial objectives.
- (ii) If applicable, the Broker is not responsible for monitoring trading activity in your Account. You authorize the Broker to obtain from Recordkeeper, and Recordkeeper to provide to the Broker, information regarding your Investment Account as the Broker may reasonably request to perform its responsibilities.
- (d) Account Losses. To the extent permitted under applicable law, Client understands and agrees that BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB will not be liable to Client for any losses incurred by Client that arise out of or are in any way connected with any securities transaction or other act or failure to act of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB under this Agreement, including, but not limited to, any tax liability asserted against client by any federal, state or local authority with respect to the account, so long as such recommendations or other act or failure to act does not constitute willful misfeasance, bad faith or gross negligence in the performance of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB duties or by reason of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB reckless disregard of its obligations and duties hereunder. Client shall indemnify and defend BWN, Recordkeeper, Adviser (if applicable), Broker (

from any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or Broker or any custodian, broker, agent or other third party selected by BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB in a commercially reasonable manner or selected by Client, except such as arise from BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB willful misfeasance, bad faith or gross negligence in the performance of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB duties or by reason of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB reckless disregard of its obligations and duties hereunder. Anything in this section 16(e) or otherwise in this Agreement to the contrary notwithstanding, however, nothing herein shall constitute a waiver or limitation of any rights that client may have under any federal or state securities laws, which rights may arise even if BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB recommendation or other act or failure to act hereunder does not constitute willful misfeasance, bad faith or gross negligence in the performance of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB duties or by reason of BWN, Recordkeeper, Adviser (if applicable), Broker (if applicable) or UMB reckless disregard of its obligations and duties hereunder.

- (e) <u>Governing Law.</u> This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of New York and the United States, without regard to the conflicts of law provisions. Unless waived by BWN or Recordkeeper (which it may do in its sole discretion) the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the Superior Court of California for the County of Orange or the United States District Court for the Central District of California, Southern Division and each of the Parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
- (f) <u>Arbitration</u>. This agreement contains an arbitration clause. By signing the account Application, which includes this agreement, the parties agree as follows:
 - i. 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.
 - ii. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
 - iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
 - iv. 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.
 - v. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

- vi. 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.
- vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement. By reading and accepting the terms of this Agreement, you acknowledge that, in accordance with this Arbitration section, you agree in advance to arbitrate any controversies that may arise with BWN or Recordkeeper. You agree that all controversies that arise between us (including but not limited to those related to your Account and any service or advice provided by a broker or representative), whether arising before, on or after the date you opened your Account shall be determined by arbitration in accordance with the terms of this Agreement and the rules then prevailing of the Financial Industry Regulatory Authority. Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under this Agreement, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under this Agreement and would be barred by a statute of limitation, repose or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding. You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction. The parties agree that venue and personal jurisdiction is proper in Orange County, California. 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 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; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce any agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. This paragraph does not constitute a waiver of any right of private claim or cause of action provided by Recordkeeper's act.
- (g) Anti-Money Laundering. Recordkeeper is required by law to obtain certain personal information from you for purposes of verifying your identity. If you do not provide Recordkeeper with the necessary information, Recordkeeper may not be able to open the Account on your behalf. In addition, to the extent the Account has already been opened for you, Recordkeeper reserves the right to close the Account at any time, or take such other steps as Recordkeeper deems reasonable, if Recordkeeper is unable to verify your identity.

EXHIBIT "A"

FEES

Fee	Account
Account Fee	\$4.95/quarter
	\$19.80/annual
Termination of Account	-0-
Check Distribution	\$25.00
(per check)	
ACH Distribution	\$30.00
(per distribution)	
Error Resolution	\$25.00
(per occurrence)	
Paper Statement	\$10.00
(per statement)	