



INSIGHT SECURITIES INC.
INVESTMENT MANAGEMENT WRAP PROGRAM AGREEMENT
(Discretionary)

THIS INVESTMENT MANAGEMENT WRAP PROGRAM AGREEMENT (the "Agreement"), is entered by you (the "Client") and Insight Securities, Inc ("Insight"), a registered investment adviser under the Investment Advisors Act of 1940, as amended (the "Advisers Act") and a broker/dealer registered with the Securities and Exchange Commission, various state jurisdictions and a member of the Financial Industry Regulatory Authority ("FINRA"). This Agreement will be for the purpose of establishing an investment account(s) (referred to collectively as the "Account(s)" and or "Client Account(s)", and designated in Exhibit A in the Insight Securities Inc. Investment Management Wrap Program (the "Program"), an investment advisory account management program, sponsored by INSIGHT.

WITNESSETH:

IN CONSIDERATION of the mutual covenants contained herein, the parties hereto agree as follows:

1. ADVISORY SERVICES

- a) Client retains INSIGHT to manage a securities account (s) established and owned by the client at Interactive Brokers (the "Client Account"). INSIGHT, in providing the services agreed upon with the client, will retain BCP Global ("the Sub-adviser", or BCP Global), an investment adviser registered under applicable securities laws, as a Sub-Adviser to manage all assets invested via the online advisory program and for overall use of BCP Global's online advisory platform and proprietary portfolio algorithms. The online advisory program is offered through the website and mobile application developed and maintained by BCP Global.
- b) The client must establish a brokerage account with Interactive Brokers, LLC ("IB"). INSIGHT, BCP Global and IB are separate and unaffiliated entities. INSIGHT and BCP Global have established a relationship in order to provide online advisory services to clients via a digital platform and related pricing in conjunction with IB custody/brokerage services. INSIGHT and BCP Global Advisory Agreements and Interactive Brokers Brokerage/Custody Agreement (Collectively referred to as the "Agreements") contain all terms and conditions regarding overall services, fees, and relationship of parties.
- c) INSIGHT will be responsible for the continuing supervision of the client's account, and the actions of the Sub-Adviser in connection with the client's account and the assets. All transactions will be executed through the custodian. Deposits and withdrawals of cash and/or securities will be made by the client with the custodian. Client grants INSIGHT and/or Sub-Adviser with full discretion related to all investment decisions regarding the account, including, but not limited to, authority to buy, invest in, hold for investment, own, assign, transfer, sell, exchange, trade in, lend, pledge, deliver and otherwise act for that account, and to exercise, in INSIGHT's and/or Sub-Adviser's discretion, all rights, powers, privileges and other incidents of ownership, with respect to securities in that account. The Sub-Adviser will issue buy/sell instructions to IB to cause such account to purchase and sell exchange traded funds (ETFs), undertakings for Collective Investment in Transferable Securities ("UCITS") and/or

similarly traded instruments (“Securities”) pursuant to the asset allocation of the Portfolio (the “Portfolio”) recommended by Sub-Adviser based on the financial information and other information provided by the client through an online questionnaire. In providing all services hereunder, the online advisory platform will rely on the financial information and other information provided by client without any duty or obligation to investigate the accuracy or completeness of the information.

- d) Client herewith agrees and acknowledges that there are three (3) different unaffiliated entities that provide the services that comprise the online advisory platform, which include INSIGHT Advisory Services Corp. (“INSIGHT”), BCP Global (“Sub-Adviser”) and Interactive Brokers, LLC. (“IB” or “Custodian”).
- e) Client herewith agrees and acknowledges that INSIGHT, BCP Global and the Custodian have separate agreements which designates/allocates separate rights, services and obligations between client and the applicable entity. Client further acknowledges that INSIGHT is not responsible for the obligations of IB and that the Custodian is not responsible for the obligations of INSIGHT. Additionally, client acknowledges that INSIGHT, BCP Global and the custodian subject to applicable laws and regulations, engage various third-party vendors or other contractors to assist such entities in various aspects of their business operations.
- f) Notwithstanding anything in this Agreement to the contrary, INSIGHT or the Sub-Adviser shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in that Account to itself or to direct any disposition of such Securities or funds except to Client, for counter value or as provided in Section 2 hereinafter for payment of advisory. Client shall not withdraw or deposit cash and/or securities in the account without simultaneously informing the sub-adviser.
- g) Neither INSIGHT nor sub-adviser shall have no duty or obligation to advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving Securities held in or formerly held in the Account or the issuers of Securities.

2. **ADVISOR FEES**

- a) Clients will pay an advisory fee charged monthly in arrears based on the below fee structure of total amount of assets under management held in the client account and computed based on the Net Liquidation Value (“NLV”) of the account applied daily on a 252 business days basis. The Net Liquidation Value of the account for any given day is equal to the ending equity value of the account on that day. Our tiered fee structure is as follows
 - For the first \$100,000, the client pays 1.75% of the account’s NLV
 - Then, from \$100,001 to \$500,000, the client pays 1.50% of the NLV,
 - Then, from \$500,001 to \$1,000,000, the client pays 1.25% of the NLV,
 - Then, from \$1,000,001 and up, the client pays 1.00% of the NLV.
- b) Client hereby authorized INSIGHT and sub-adviser to instruct the custodian to debit all advisory fees directly from the account and to pay such advisory fee to Sub-Adviser which, in turn, will share a portion of the fee collected to INSIGHT. The fees for each calendar month shall be due and payable in arrears no later than the tenth business day of the immediately following calendar month. Schedule of Fees may be amended from time to time by INSIGHT upon thirty (30) days written notice to the Client.
- c) If the client withdraws all the funds, closes the account, or otherwise terminates this agreement on any date other than the last business day of the month, the advisory fee will be prorated and the client shall pay any outstanding aggregate daily fees for the period from the day immediately following the last day of the last calendar month for which the client has paid, through the effective date of such withdrawal or termination, as of such effective date.
- d) Advisory fees will be payable, first, from free credit balances, if any, in the account, and second, from the liquidation or withdrawal by instruction of the Sub-Adviser to the custodian of client’s share of money market funds, or balances in any money market account. This Agreement shall

serve as authorization for such liquidation or withdrawal. In the event, that such free credit balances or money market assets are insufficient to satisfy payment of these advisory fees, client agrees that Sub-Adviser may instruct the custodian to liquidate account assets to satisfy the deficit. Client expressly acknowledges that Sub-Adviser has the right to make these liquidations.

- e) INSIGHT reserves the right, in its sole discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by INSIGHT. In addition, Client agrees that INSIGHT may waive its fees for the Accounts of Clients other than Client, without notice to Client and without waiving its fees for Client.

3. ACCOUNT(S) STATEMENTS

- a) The custodian will deliver to client confirmation of transactions and/or periodic statements for the Account(s) as set forth in its agreement with Client. The periodic statements will include, without limitation, the amounts disbursed from the Account(s), including the amount of advisory fees paid directly to INSIGHT or the sub- Adviser.

4. ARBITRATION

- a) This agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:
- b) 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.
- c) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- d) The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- e) The arbitrators do not have to explain the reason(s) for their award.
- f) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- g) 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.
- h) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- i) Arbitration agreement:
- j) Any controversy between you and us shall be submitted to arbitration before the Financial Industry Regulatory Authority ("FINRA").
- k) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute 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; (h) 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.

5. CUSTODY OF ASSETS

- a) Custodian(s) shall at all times be responsible for the physical custody of the assets held in the Account(s) and for the collection of interest, dividends, and other income attributable to the assets of the Account(s), together with other custodial functions customarily performed with respect to securities brokerage accounts. INSIGHT nor the Sub-Adviser shall have no liability for any acts or omissions of Custodian(s).

6. INSTRUCTIONS FROM CLIENT

- a) INSIGHT may rely on all instructions (whether oral or written) given by Client or its agents which INSIGHT believes to be genuine. Instructions may be given to INSIGHT: (i) by Client directly, if Client is an individual; or (ii) if Client is a corporation, by any officers or agents authorized by a resolution of Client's Board of Directors, a copy of which will be given to INSIGHT. INSIGHT may rely on such resolution until written notice to the contrary is delivered to INSIGHT by Client. Client agrees to hold harmless, and to indemnify and defend INSIGHT, as well as any of its officers, directors, shareholders, affiliates, employees, agents and trustees, against any and all losses sustained by INSIGHT resulting from and against any and all claims, liabilities, losses, damages, charges, costs, fees and expenses (including, without limitation, attorneys' fees and costs, including fees of attorneys who may be INSIGHT's employees or employees of INSIGHT's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry believed genuine. INSIGHT reserves the right to refuse to act on any oral instructions.

7. REPRESENTATIONS AND ACKNOWLEDGEMENTS

- a) Advisor Representation:
- INSIGHT represents that it is registered as an investment adviser under the Advisers Act, and that such registration will be kept effective during the term hereof.
- b) Client Acknowledgement:
- Client acknowledges electronic delivery of INSIGHT's brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of INSIGHT's Form ADV), which is available on the website and provided here by link: www.gwmrpo.globalinvest.us. Upon written request by Client, INSIGHT agrees to annually deliver electronically INSIGHT's Brochure required by the Advisers Act.
 - Client represents and warrants to INSIGHT that (i) the person who enters into this agreement is authorized to negotiate terms and to enter into this Agreement and other related agreements on Client's behalf, (ii) the terms of this Agreement do not violate any obligations by which Client is bound, whether by contract, operation of law or otherwise, and (iii) all information furnished to INSIGHT in connection with the opening of the Account and all documents supplied by Client in this regard, including financial statements, are true, complete and correct. INSIGHT is entitled to rely on this information until INSIGHT receives written notice of any change, which Client agrees to furnish promptly should any material changes occur.
 - For entity clients: if client representative is entering into this agreement, client and client representative understand and agree that the representations, warranties and agreements made herein are made by client and client representative.
 - For Joint Account Clients (With Rights of Survivorship): If Clients are entering into this Agreement on behalf of a joint account, Clients understand and agree that the representations, warranties and agreements made herein are made on behalf of all of the joint account holders and further agree that each (a) is a Client; (b) has the authority to act on behalf of the Account and INSIGHT will accept such instructions from any one Client; (c) is jointly and severally liable per the terms of this Agreement; and (d) that in the case of death of any of the joint account holders, interest in the entire Account shall vest in the surviving account holder(s) under the same terms and conditions of this Agreement and the surviving account holder(s) shall promptly provide INSIGHT with written notice thereof and provide any documentation reasonably requested by INSIGHT in its management of the Account.
 - Client is the owner or co-owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.
 - Client acknowledges that the recommended Portfolio may include only a single ETF/UCITS for each asset class within the recommended Portfolio, with each ETF/UCITS playing a necessary role in the overall investment strategy and, therefore, Client understands and acknowledges

that there can be no exclusions or restrictions of ETFs/UCITS recommended as part of the recommended Portfolio.

- Client will provide INSIGHT and the Sub-Adviser with complete and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling, as requested, and other investment accounts, as requested, in the online questionnaire and will promptly update that information as Client's circumstances change.
- Client understands and agrees that (A) INSIGHT does not guarantee the performance of the Account, is not responsible to Client for any investment losses, and the Account is not insured against loss of income or principal; (B) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value, and this risk applies even when the Account is managed by an investment adviser; (C) the past performance of any benchmark, market index, ETF, UCITS or other Security does not indicate its future performance, and future transactions will be made in different Securities and different economic environments; and (D) Sub-Adviser cause the Account to invest in Securities in essentially the proportions set forth by the Portfolio (subject to the profile information received from Client), and provide only the specific reviews and restrictions described in this Agreement, and will not otherwise review or control such Account. There are significant risks associated with any investment program.
- Client understands and agrees that INSIGHT's sole obligation hereunder or otherwise is to monitor the Account in accordance with the Portfolio, and Client has not engaged INSIGHT to provide any individual financial planning services, notwithstanding any duty or obligation Client Representative may have to an entity Client.
- Client understands and agrees that the Account will be managed solely by Sub-Adviser issuing trading instructions to IB/Custodian to cause the Account to follow the Asset Allocation of the recommended Portfolio, based on the information Client has provided via the online questionnaire. Client further understands that if any of the information Client provides is or becomes incomplete or inaccurate, the Account's activities may not achieve Client's desired investment or tax strategy, the Account may purchase Securities from which Client is restricted from purchasing at that time or the Recommended Portfolio may be inappropriate for Client. An Account's transactions may be executed by IB at approximately the same time as other client accounts managed by Sub-Adviser in accordance, and if the transactions are large in relation to the trading volume on that particular day, the price may be different than it would be for the execution of a smaller transaction.
- Client understands and agrees that INSIGHT is not responsible to Client for any failures, delays and/or interruptions in the timely or proper execution of trades or any other orders placed by Sub-Adviser on behalf of Client due to any or all of the following, which are likely to happen from time to time:
 - any kind of interruption of the services provided by IB or Sub-Adviser's ability to communicate with IB;
 - hardware or software malfunction, failure or unavailability;
 - IB system outages;
 - internet service failure or unavailability; (E) the actions of any governmental, judicial or regulatory body; and/or (F) force majeure.
- Client understands and agrees that an Account's composition and performance may be different for a variety of reasons from those of any initial Portfolio recommendation to a Client. These differences can arise each time the Portfolio is adjusted or rebalanced, including, but not limited to, the following instances:

- o when the Account is established, and the initial Securities positions are established;
 - o when Client contributes additional capital to such Account;
 - o when Client revises his/her Investment Profile and causes Sub-Adviser to recommend a new Portfolio or revise the existing Portfolio;
 - o each time the Advisory Fee (described in Section 2) is charged and paid from such Account; and
 - o any time Sub-Adviser adjusts its algorithm by which the composition of the Account is maintained as specified for the Portfolio. On any such adjustment, Sub-Adviser may adjust the Portfolio in its discretion to approximate the composition specified in the Portfolio as closely as reasonably practicable based on the conditions at the time.
- Client understands and agrees that the prices of Securities purchased or sold for the Account may be less favorable than the prices in similar transactions for other Sub-Adviser Clients for whom Sub-Adviser has designated different Portfolios.

8. PROXIES AND OTHER LEGAL NOTICES

- a) INSIGHT shall not render any advice or take any action on behalf of Client with respect to securities or other investments held in the Account, or the issuer's thereof, which become the subject of any legal proceedings, including bankruptcies. Client retains the right and obligation to take any action relating to the securities held in the Account(s). Furthermore, except to the extent otherwise required by law, INSIGHT shall not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in the Account(s). Client hereby expressly retains the right and obligation to vote proxies relating to the securities held in the Account(s); provided, however, that Client may delegate said rights and obligations to a properly authorized agent.

9. ASSIGNMENT AND TERMINATION

- a) No assignment (as that term is defined in the Advisers Act) of this Agreement shall be made by INSIGHT without the prior written consent of Client. This Agreement may be terminated by either party at any time by thirty (30) days prior written notice to the other. Any such termination shall not, in any case, affect or prevent the consummation of any transaction initiated prior to the time such cancellation becomes effective.

10. CONFIDENTIAL AGREEMENT

- a) All information, recommendations and advice furnished by INSIGHT to Client under this Agreement shall be regarded as confidential, shall be used by INSIGHT and sub-advisor solely in connection with the advisory services provided to Client, and will not be disclosed to third parties unless authorized by Client, or required by law.

11. VALUATION

- a) The assets in the client account will be valued by the custodian (Interactive Brokers)
- b) Other Fees and Expenses
 - The only fee INSIGHT and sub-adviser charges client is the advisory fee. INSIGHT nor the sub- adviser receives any compensation from the issuers of the investment products it recommends. Nonetheless, client agrees that client may incur additional charges imposed by third parties, such as fees imposed by ETFs or UCITS and international transfer fees.
- c) Broker Dealer Selection
 - All transactions shall be executed by Interactive Broker ("IB") as the custodian of the Account. In order to implement the portfolio recommended by the Sub-Adviser, the Client is required to establish a brokerage account arrangement with IB. Per discretion granted to Sub-adviser, Sub-adviser shall send order instructions to IB regarding Client transactions. INSIGHT and Sub-adviser rely on IB's order routing and best execution practices. Client

understands and agrees that INSIGHT's and Sub-Adviser's practices shall be consistent with the disclosure in their respective Form ADV Part 2 (available at www.adviserinfo.sec.gov) as amended from time to time. Client represents and warrants that Client is satisfied with the terms and conditions relating to all services to be provided by IB. INSIGHT shall not have any responsibility for obtaining for the Account the best prices or any particular commission rates. Client recognizes that Client may not obtain rates as low as it might otherwise obtain if INSIGHT had discretion to select IB-Dealers other than IB.

d) Privacy Disclosure

- Client acknowledges receipt and consent to INSIGHT 's privacy policy and related disclosures, which were provided as a supplement to this agreement.

12. PROVISIONS OF GENERAL APPLICATIONS

- a) This Agreement is intended by the parties as a final expression of this Agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- b) In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected, it being intended that all of the parties' rights and privileges shall be enforceable to the fullest extent permitted by law.
- c) This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same contract.
- d) All notices and other communications provided for or permitted hereunder shall be made by hand delivery, certified mail-return receipt requested, telex, telecopier, or air courier guaranteeing overnight delivery to (i) Client, to the address set forth on Exhibit A; or (ii) if to INSIGHT, to: Insight Securities, Inc., 600 Central Ave, Suite 265, Highland Park, IL 60035; or to such other address or addresses as may be designated by either party by written notice to the other.
- e) All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when answered back if telexed; when receipt acknowledged, if telecopied; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.
- f) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- g) This Agreement may be modified or amended only by an instrument in writing signed by duly authorized representatives of both INSIGHT and Client. Waiver by either party of any obligation of the other party does not constitute a waiver of any further or other obligation of such other party.
- h) In the event that the Account(s) are owned by more than one person, all of the express and implied obligations of the Client under this Agreement will be deemed to be joint and several obligations.

- i) INSIGHT is committed to comply with U.S. Statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA Patriot Act requires that certain financial institutions obtain certain identification documents or other information in order to comply with their customer identification procedures. Until Client provides INSIGHT with certain required information or documents, INSIGHT may not be able to enter into the advisory relationship described herein.

EXHIBIT A

ELECTRONIC AGREEMENT AND DISCLOSURE STATEMENT

BY CONTINUING WITH THIS ONLINE APPLICATION, THE CLIENT AGREES THAT UNLESS INDICATED OTHERWISE THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION FOR A CLIENT ACCOUNT AND ALL FUTURE ACCOUNTS WILL BE PROVIDED ELECTRONICALLY. CLIENT MUST READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE, THROUGH OUR RELATED MOBILE APPLICATION AND VIA ELECTRONIC MAIL ("EMAIL").

CLIENT SHOULD PRINT OR SAVE THIS STATEMENT BY USING THE "PRINT" OR "FILE SAVE" OPTIONS ON THE INTERNET BROWSER.

By opening an Account, and then accessing the Account, Client is accepting this Statement and agreeing to receive electronically the agreements and any other information, including regulatory disclosures.

Information regarding the Account, including the disclosures, will be available on the INSIGHT website: www.gwmpro.globalinvest.us or our related mobile application (the "Site" or "App") through Client's INSIGHT User Account for at least two years following the termination as a INSIGHT's Client. After that, the information will be available upon request by contacting INSIGHT at www.gwmpro.globalinvest.us When revised or new disclosures are available on the Site or App, INSIGHT will send a message to the Client's INSIGHT's user account, or otherwise notify Client of their availability.

Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client must provide INSIGHT with a current email address and promptly notify INSIGHT of any changes to its email address in the User Account on the Site or App.