Bright Futures Wealth Management, LLC

INVESTMENT ADVISORY CONTRACT

2850 Clover Street, Suite 2
Pittsford, NY 14534

CLIENT NAME(s)_____

CLIENT NAME(s)_____

ADDRESS_____

CITY_____ STATE____ ZIP_____

Account Number _____

Account Registration _____

Version Date: 03/18/2017

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Bright Futures Wealth Management, LLC ("BFWM") on the following terms and conditions.

I. Appointment of BFWM

Client hereby appoints BFWM as investment adviser for the Account. BFWM shall supervise and direct the investments of and for the Account; subject to the objectives set forth in Client's written Investment Policy Statement attached as Exhibit I. Detailed Investment Policy statements may be indicated as attached in this area. Client agrees to promptly notify BFWM in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide BFWM with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by BFWM.

By execution of this Agreement, BFWM hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

Check only one

____ Supervise and direct the investments of the Account in accordance with the investment objectives of Client, and
Appraise and review investments of the Account

Initial _____/_____

____ Recommend and select third-party investment advisers in accordance with the investment objectives of Client, and
Monitor the investments of the Account managed by other third-party investment advisers

Initial _____/_____

It is understood and agreed that BFWM, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

III. Procedure.

The custodian or other authorized third party (the "Custodian") at the time this Agreement is executed is identified in Exhibit III hereto. All funds/securities will be delivered between Client and the Custodian only. Instructions of BFWM to Client or the Custodian with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Custodian changes, then Client will provide BFWM with prompt, written notice of the change. Client hereby authorizes BFWM to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

IV. Service to Other Clients.

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

V. Client Accounts.

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

VI. Inside Information.

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

VII. Liability.

BFWM shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. Proxies.

BFWM will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. Fees.

The compensation of BFWM for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by written amendment or the execution of a new contract, in each case with signatures from both parties evidencing acceptance of the new fees.

X. Valuation.

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

XI. Representations by Client.

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

Corporate resolution attached
Yes___ N/A___

Note to BFWM: Please be advised that you should consult an ERISA attorney if you intend to advise a plan subject to ERISA regulations.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that BFWM has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain BFWM. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to BFWM the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects BFWM's rights or obligations, then the amendment will be binding on BFWM only when agreed to by BFWM in writing. If the Account contains only a part of the assets of the plan, then

Client understands that BFWM will have no responsibility for the diversification of all of the plan's investments and that BFWM will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by BFWM, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers BFWM and affiliated persons of BFWM.

ERISA Account Ye s___ N/A___

XII. Representations by BFWM.

By execution of this Agreement, BFWM represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party thirty (30) days' written notice. Any fees unearned will be credited to the account based on a 360 day year.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to BFWM at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

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

XVI. Exhibits.

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

Exhibit I - Investment Policy Statement

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian

XVII. Authority. (Check only one)

(Discretionary Investment Management)

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

Initial _____/_____

(Non-Discretionary Investment Management)

_____ Because Client is not granting BFWM discretionary authority to place trade orders, BFWM will secure Client's permission prior to effecting securities transactions for the Account.

Initial _____/_____

XVIII. Receipt.

Client acknowledges receipt of Form ADV Parts 2A and 2B and BFWM's Privacy Policy Statement. Detailed Investment Policy Statements may be indicated as attached in this area.

Initial _____/_____

XIX. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from BFWM. These items may include but are not limited to: all statements or reports produced by

BFWM; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that BFWM chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify BFWM of any changes to Client's e-mail address shown below or other electronic delivery address.

XX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto and each of their respective successors and permitted assigns.

XXI. Confidential Relationship.

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

XXII. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving BFWM written notice in accordance with the termination provisions of this Agreement.

XXIII. Title to Assets.

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

XXIV. Market Conditions.

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

XXV. Disputes Resolution

Any controversy or claim between the parties during the term of this contract or otherwise shall be settled by arbitration in accordance with the then current rules of AAA, and judgment upon the award may be entered in any court having jurisdiction.

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

	Representative of Bright Futures Wealth Management, LLC
Client Signature Date	Adviser Signature Date
Client#2 Signature Date	

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

Accepted by Bright Futures Wealth Management, LLC

_____

Member or Compliance Officer Signature **Date**

Member or Compliance Officer Name **Date**

Exhibit I

Investment Policy Statement

Creation Date: _____

Personal information

- First name: _____ Last name: _____
- Birthdate: _____
- Joint First name: _____ Joint Last name: _____
- Joint Birthdate_____

Income & net worth

- What is your current annual household income: ($)? _____
- What is your liquid net worth: (Excluding primary residence) ($)? _____
- What is the value of your residence(s): ($)? _____
- What is the value of any other significant illiquid asset(s): ($)? _____
- What are your current annual income needs from investments: ($)? _____
- What is your desired retirement age: ?_____
- What is your desired annual income in retirement ($):? _____

Risk tolerance & investment objectives

- Acceptable percentage of principal loss in a short term period? (less than 1 year)
  - _____ Up to 5%
  - _____ Up to 10%
  - _____ Up to 15%
  - _____ Up to 20%
  - _____ Up to 25%

- What is your desired annual rate of return?
  - _____ 0-2.5%
  - _____ 2.5-5%
  - _____ 5-7.5%
  - _____ 7.5-10%
  - _____ 10%+

- Which of the following statements best describes your investment objectives?

  _____ My highest priority is to preserve my investments and I am willing to accept minimal return in order to do so

  _____ I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value

  _____ I seek to grow the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value

  _____ I seek to accelerate somewhat the growth of the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value

  _____ I seek a significant appreciation of the principal value of my investments and, in pursuit of these gains, am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk o floss of principal

- How would you respond in the event of a decline in the value of your investments?

  _____ I would sell my investments immediately if they were to suffer substantial declines

  _____ Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio

  _____ I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio

  _____ Even if my investments were to suffer a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio

  _____ I would increase the amount invested in my portfolio in anticipation of an increase in value

- Which of the following scenarios would make you more uncomfortable?

  _____ Buying an investment and watching it decline in value

  _____ Selling an investment and watching it increase in value

- During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?

  _____ Sold all equity holdings

  _____ Moderately decreased equity holdings

  _____ No changes

  _____ Moderately increased equity holdings

  _____ Significantly increased stock holdings

  _____ Not applicable

- In general, how did you feel about the decline in stock market values from 2007 through 2009?
  - _____ High level of anxiety
  - _____ Moderate level of anxiety
  - _____ Acceptance that short-term losses are part of investing and assurance that the risk I took was reasonable given the potential long-term gains of my investments
  - _____ Indifference
  - _____ Excited to be able to invest in assets that had declined in value

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

- Federal Tax Bracket

  _____ 0 – 15% _____ 16 - 28% _____ 29 – 36% _____ > 36%

- For how many years, if any, have you owned each of the following types of investments?
  - _____ Mutual funds
  - _____ Stocks
  - _____ Bonds
  - _____ Options
  - _____ Variable annuities
  - _____ ETFs
  - _____ REITs
  - _____ Limited partnerships/Private Placements

Apply this Exhibit I Investment Policy Statement to the following BFWM Accounts:

_____ _____ _____

_____ _____ _____

In an effort to promote best pricing practices within its portfolios, BFWM has analyzed historical and expected trading activity. Based on this analysis, for non-wrap accounts, BFWM estimates asset-based pricing will result in the lowest trading costs to clients with portfolio holdings under $250,000. Trading activity in the BFWM portfolios may vary, however, due to conditions associated with a specific security, account activity and/or the general market.

Exhibit II - Fee Schedule

The following are the fees charged by Bright Futures Wealth Management, LLC for services provided:

BFWM will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client. There is no account minimum.

Portfolio Management Services Fees if Not WRAP FEE

Total Assets Under Management	Maximum Annual Fees	Client Fees
$0 - $250,000	2.50%	
$250,001 - $500,000	2.25%	
$500,001 - $1,000,000	1.75%	
$1,000,001 - $2,500,000	1.50%	
$2,500,001 - $5,000,000	1.25%	
$5,000,001 - $100,000,000	1.00%	

The advisory fee is calculated using the value of the assets on the last business day of the prior billing period.

Portfolio Management Services Fees if WRAP FEE

Total Assets Under Management	Maximum Annual Fees	Client Fees
$0 - $250,000	2.75%	
$250,001 - $500,000	2.50%	
$500,001 - $1,000,000	2.00%	
$1,000,001 - $2,500,000	1.75%	
$2,500,001 - $5,000,000	1.50%	
$5,000,001 - $100,000,000	1.25%	

The advisory fee is calculated using the value of the assets on the last business day of the prior billing period.

Client acknowledges they have been provided a WRAP fee Brochure

Initial _____/_____

Asset-based portfolio management fees are withdrawn directly from the client's accounts on a quarterly basis, with prior client's written authorization.

Fees are paid in advance. For all asset-based fees paid in advance, the fee refunded will be equal to the balance of the fees collected in advance minus the daily rate* times the number of days elapsed in the billing period up to and including the day of termination. (*The daily rate is calculated by dividing the annual asset-based fee rate by 360.)

Client agrees to and authorizes BFWM to withdraw fees directly from the Account.

Initial _____/_____

Exhibit III - Identification of Custodian

Custodian or other Authorized Third Party:	TD Ameritrade
Mailing Address:	PO Box 650567 Dallas, TX 75265-0567
Telephone:	800-431-3500

A copy of the custodian's agreement is not attached as part of this Exhibit III.

TD AMERITRADE HAS ENTERED INTO AN AGREEMENT WITH BRIGHT FUTURES WEALTH MANAGEMENT ("BFWM") (the "Agreement") TO EXECUTE BROKER DEALER SERVICES ON BEHALF OD BFWM's ADVISORY CLIENTS. WE HAVE PROVIDED THIS SUMMARY OF THE AGREEMENT TO YOU TO HELP YOU UNDERSTAND THE COST BENEFITS OF YOUR ACCOUNT MANAGEMENT WITH US. THE AGREEMENT IS SUBJECT TO CHANGE. YOU SHOULD REST ASSURED WE STRIVE TO MAINTAIN A SOLUTION FOR OUR CLIENTS THAT IS COMPETITIVE AND TRANSPARENT. SHOULD THE MEMBERS OF BRIGHT FUTURES BELIEVE THAT ANY CHNGES TO THE AGREEMENT NEGATIVELY AFFECT OUR CLIENTS WE WOULD UNDERTAKE DUE DILLIGENCE AND POTENTIALLY CHANGE OUR RELATIONSHIP WITH TD AMERITRADE TO THE EXTENT POSSIBLE TO ENSURE THE CONTINUED COMPETITIVE NATURE OF SERVICES PROVIDED TO OUR CLIENTS.

Agreement summary

PRICING

TD Ameritrade Institutional offers competitive pricing for you and your clients and provides services to your firm to help you meet your fiduciary obligations. Our commission and fee schedule includes no IRA annual fees, free check writing/debit card privileges and free online account access. Commissions and service fees (as indicated in Appendix B) still apply for items not included in this proposal.

Equity and ETF pricing/transaction regardless of account size and manner of statement delivery will be:

BFWM Assets under Management	Cost per Equity Trade
$0 -$400,000,000	$8.00
$400,000,001 +	$7.00

Mutual fund trade transactions fees regardless of account size and manner of statement delivery will be:

BFWM Assets under Management	Cost per Mutual fund trade
$0 -$400,000,000	$14.00
$400,000,001 +	$12.00

- □ Overnight checks from TD Ameritrade accounts will be issued at no additional cost.
- □ TD Ameritrade Institutional will waive wire fee charges for clients of Bright Futures. Additional, non-TD Ameritrade fees may apply.
- □ ETF Market Center: Enables you to provide your clients access to over 100 commission–free ETFs; ETFs selected by Morningstar Associates that cover all major sectors and indices from some of the industry's leading providers.
- □ Bright Futures will be charged Asset Based Pricing based on the following tiers:
  $0-$400,000,000 8 basis points
  $400,000,001+ 6 basis points
- □ TD Ameritrade Institutional will waive the monthly/quarterly service fees associated with Black Diamond or Orion for any new accounts transferred to or opened at TD Ameritrade Institutional. These fees will be waived for one year from the time the account is opened or transferred.
- □ Orion Advisor software fees for any new accounts transferred to or opened at TD Ameritrade Institutional will be waived for one year from the time the account is opened or transferred.
- □ TD Ameritrade Institutional will provide free equity, mutual fund and ETF trades on all new accounts according to the following schedule:

$0 - 4200,000,000 for 60 days until July 31, 2018
$400,000,001 for 90 days until July 31, 2019

ACCOUNT TERMINATION FEES - REIMBURSEMENT

TD Ameritrade Institutional will reimburse clients of Bright Futures up to $200 per account for account termination fees charged by their current custodian in connection with the transfer of their account(s) to TD Ameritrade Institutional.

MUTUAL FUNDS

We are proud to offer over 13,000 mutual funds for advisors and their clients' investment needs. Choose from no-load, low-load and load funds (most available to Registered Investment Advisors at Net Asset Value). Our No Transaction Fee Network[15] features over 6,000 funds, including over 3,000 no-load funds and 3,000 load funds available at NAV. We offer mutual fund trading both online and offline through our Trading Desk.

ALTERNATIVE INVESTMENT ACCESS

With TD Ameritrade Institutional, Bright Futures will gain access to a wide selection of educational resources to help you better understand alternative investments, their risks, and how they can potentially enhance clients' portfolios. We will make available a listing of Alternative Investment Access Sponsors - third parties that can provide Bright Futures potential access to alternative investments. Clients of Bright Futures will not be charged an annual custody fee nor transaction fee(s) for alternative investments from Alterative Investment Access Sponsors that have been made available by TD Ameritrade Institutional.[16]

IN ADDITION TO THE FOREGOING TD AMERITRADE HAS PROVIDED A TWO PAGE DOCUMENT OF TD's STANDARD FEES. THIS SUMMARY OF THE AGREEMENT IS INCOMPLETE WITHOUT THAT STANDARD FEE DOCUMENT.