

INVESTMENT MANAGEMENT AND ADVISORY AGREEMENT

This Investment Advisory Agreement, together with the Schedule(s) attached hereto and Client's most recent Investment Policy Statement executed by Advisor and Client, (collectively the "Agreement"), is by and between WALLER FINANCIAL COACHING, INC. ("Advisor") a California corporation and an investment advisor registered under California securities law and _____ ("Client"). This Agreement pertains to one or more accounts established on behalf of the Client ("Account"), in accordance with the following terms and conditions:

1. Discretionary Authority. Client grants Advisor ongoing and continuous discretionary authority to execute its investment recommendations in accordance with Client's investment objectives and without the Client's prior approval of each specific transaction. Under this authority, Client shall allow Advisor to purchase and sell securities and instruments in this Account, arrange for delivery and payment in connection with the foregoing, select and retain sub-advisors, and act on behalf of the Client in all matters necessary or incidental to the handling of the Account, including monitoring certain assets. Unless specifically directed in writing by the Client, Advisor not authorized to receive and vote proxies on issues held in the Account and receive annual reports. All transactions in the Account shall be made in accordance with the directions and preferences provided to the Advisor by the Client. Client will execute instructions regarding Advisor's trading authority as required by each custodian. Advisor may, in its sole discretion, also provide financial planning services to Client that are included in fees as outlined in Schedule A.

2. Portfolio Monitoring and Control Procedures. In certain instances, Advisor's services will include or be limited to the monitoring and reporting of the performance of certain investments in Client's Account. Advisor, in this capacity, may recommend changes, provide the Client with reports or other information, and periodically review the suitability of the investment(s) for Client. Except as otherwise instructed by Client, custodian will provide Client, at least quarterly, a list of all assets held in the Account, asset values, and all transactions affecting the Account assets, including any additions or withdrawals.

3. Client Authority. If the Client is not a natural person, the Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, including the written statement of the Client investment objectives, policies and restrictions as the Advisor shall reasonably require. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all the assets or property deposited in the Account and that no restrictions on disposition exist as to any such assets or property.

4. Expenses. In addition to the Advisory Fee, Clients may incur other charges imposed by custodians, brokers, and other third parties (such as fees charged by managers, custodial fees, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes). All brokerage commissions, custodial fees and service charges, stock transfer fees, and

other similar charges incurred in connection with transactions for the Account will be paid out of the assets in the Account or billed separately to the Client and are in addition to the investment management fees paid to the Advisor as set forth in Section 5 below.

5. Fees. Compensation to Advisor for its services will be calculated quarterly in accordance with the accompanying **Schedule A** of the Agreement, which may be amended from time to time by Advisor upon 30 days prior written notice to Client. Such fees may be paid directly to Advisor from the account by Custodian. Advisor will send to Custodian the account number and fee to be deducted from the account. Payment of fees may result in the liquidation of Client's securities if there is insufficient cash in the account. Client may be required to pay, in addition to the Advisor's fee, a proportionate share of any mutual fund's fees and charges. Depending on when Client originally became a client of Advisor, different fee schedules may apply.

6. Custodian Recommendations. Except to the extent the Client directs otherwise, the Advisor may use its discretion in recommending the custodian. In recommending custodians, Advisor will comply with its fiduciary duty to obtain best execution and as defined by the Securities Exchange Act of 1934 and will take into account such relevant factors as (a) price; (b) the custodian's facilities, reliability and financial responsibility; (c) the ability of the custodian to effect transactions, particularly with regard to such aspects as timing, order size and execution of order; (d) the research and related custodial services provided by such custodian to the Advisor, notwithstanding that the Account may not be the direct or exclusive beneficiary of such services; and (e) any other factors the Advisor considers to be relevant.

7. Aggregation. The Advisor is authorized, but not required, in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained.

8. Confirmation of Trades. Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the Client a confirmation slip with respect to its participation in the aggregated transaction. Except to the extent the Client directs otherwise, through custodial agreements or as required by law, Advisor will not be responsible for forwarding confirmations of any transactions effected for the Client.

9. Sub-Advisor Relationships. Advisor may, on occasion, recommend that all or a portion of the assets in the account be managed by an outside investment manager or sub-Advisor. Clients will be charged the fee by the Advisor as stated in their Investment Advisory Agreement. Client will not be charged a separate fee by sub-Advisor. Advisor will subsequently share a portion of that fee with sub-Advisor based on their agreement for sub-advisory services. Sub-Advisory fees paid by Advisor to sub-Advisor will not result in increased fees to Client. The amount of the sub-Advisor's fee will be fully disclosed to Client. In all discretionary accounts, except to the extent the Client directs otherwise, the Advisor is authorized to use its discretion in selecting or changing a sub-Advisor and/or outside money manager to the account without prior approval from the Client. Client may be required to execute a limited power of attorney with a sub-Advisor selected by Advisor under this Section. Prior to recommending any sub-Advisor the Firm will confirm that the sub-advisor is properly licensed or registered as an investment adviser.

10. Limitation of Liability. Advisor will use its best judgment and good faith efforts in rendering services to Client. Investment and planning recommendations shall not constitute legal or tax advice, analysis or opinion. Client indemnifies Advisor and its associates for any losses, claims, or damages, including legal fees, which may be incurred by Advisor as a result of its reliance upon inaccurate information provided by the Client. Advisor cannot warrant or guarantee any particular level of Account performance, or that an Account will be profitable over time. Not every investment decision or recommendation made by Advisor will be profitable. Client assumes all market risk involved in the investment of the Account assets under this Agreement and understands that investment decisions made for this Account are subject to various market, currency, economic, political and business risks. Except as may otherwise be provided by law, Advisor will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made, or other action taken or omitted in good faith, by Advisor with that degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Advisor's adherence to Client's instructions; or (c) any act or failure to act by a custodian of Client's Account. Nothing in this Agreement shall relieve Advisor from any responsibility or liability Advisor may have under state or federal statutes.

11. No Custody of Assets. Except for the Advisor's ability to deduct Advisory Fees from Client custodial accounts, Client acknowledges and agrees that because the Advisor does not have custody of the assets in the Account, the Advisor shall have no liability to the Client for any loss or other harm to any assets or property in the Account, including any harm to any assets or property in the Account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian regardless of whether the full amount of such loss is covered by Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The Client understands that SIPC provides only limited protection for the loss of property held by a broker-dealer.

12. Conflicts of Interest. Advisor agrees to act in the Client's best interest at all times. Should a conflict of interest arise, Advisor shall refrain from rendering any advice or services related to the conflict of interest. Advisor will immediately disclose to Client any conflict of interest having a significant detrimental effect on the services offered to Client. Client agrees that Advisor may direct security transactions to custodians who provide Advisor with research materials or other soft dollars.

13. Non-Exclusive Advisory Services. It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients or for itself which may differ from advice given, or the timing or nature of action taken, with respect to the Account. Transactions in a specific security may not be accomplished for all client accounts at the same time or the same price. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account.

14. Reliance on Information. The Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation. Client agrees to keep Advisor

fully informed of any change in Client's circumstances, financial or otherwise, that may alter Advisor's investment recommendations on Client's behalf.

15. Retirement or Employee Benefit Plan Assets. This Section applies if any assets of the Client include a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code. If certain Client assets are for a plan subject to ERISA, the Client appoints the Advisor, and the Advisor accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and the Advisor acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement).

The Client represents that the Advisor has been furnished true and complete copies of all documents establishing and governing the plans and evidencing the Client's authority to retain the Advisor. If the Account contains assets that represent only a portion of the plan's assets, the Client understands that the Advisor will have no responsibility for the diversification of all the plan's assets, and that the Advisor will have no duty, responsibility or liability for plan assets that are not invested in the Account. The Client further represents that a fidelity bond meeting the requirements Section 412 of ERISA and the regulations issued thereunder is currently maintained and that Advisor will be added as a fiduciary covered by such fidelity bond. The Client agrees to provide satisfactory evidence of such coverage if requested by Advisor.

16. Termination, Cancellation and Refund Policy. This Agreement will terminate automatically if it is assigned (as such term is defined in the Securities Act of California and the rules thereunder) by Advisor without prior written consent of Client. If Advisor has provided the Client a copy of its Form ADV Part 2 less than forty-eight hours prior to entering into this Agreement or if Advisor provided the Client a copy of its Form ADV Part 2 at the time of entering into this Agreement, then Client may terminate this Agreement without penalty within five (5) business days after entering into the Agreement. Alternatively, this Agreement may be terminated at any time by either party by written notice to the other party as set forth below. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of Client. This Agreement will inure to the benefit of Advisor and its successors, irrespective of any change in the personnel thereof, and shall bind Client, Client's estate and any heirs, beneficiaries or successors in interest. Upon termination of the Agreement, any prepaid but unearned fees will be promptly refunded by Advisor. Any fees that have been earned by Advisor but not yet paid by Client will be immediately due and payable. Any other request for refunds will be considered on a case by case basis at the written request of Client if the request is made within 15 days of Account termination.

17. Governing Law. To the extent Federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of California without regard to conflict of law principles thereunder.

18. Severability. If any provision of this agreement is held by any court or in any arbitration to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

19. Receipt of Form ADV and Privacy Statement. Client acknowledges receipt of Advisor's Form ADV Part 2A and Part 2B supplements and Advisor's Privacy Statement.

20. Confidential Relationship. All information and advice furnished by either party to the other or the other's agents and employees in connection with this Agreement will be treated as confidential and will not be disclosed to third parties except as required by law. Client authorizes Advisor to disclose to custodian or third-party professionals (e.g. attorneys, insurance advisors or CPA's) whatever information Advisor deems necessary in connection with Advisor's performance of its obligations and duties hereunder.

21. Notices. Client agrees to receive any communications from Advisor or its representatives electronically, which would otherwise be sent via United States or international mail, messenger, courier or similar service. Examples of such communications include, but are not limited to delivery of: general correspondence, notices, instructions, Account information, disclosures and Brochures. Should Advisor or Client choose to communicate via means other than electronic mail and unless otherwise specified herein, all notices, instructions, and any advice with respect to security transactions or any other matters contemplated by this Agreement, will be deemed duly given when received in writing by Advisor at the Advisor's current address as set forth in Form ADV Part 2A and Part 2B supplements, or when deposited by first-class mail addressed to Client to the address specified below or at such other address as the Client may specify in a notice similarly given.

Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its email address. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies. You hereby consent to receiving communications from us by email or other electronic delivery without also receiving paper copies. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality of communicating over the Internet. You agree to hold us and our Affiliates, successors and assigns free from any damages related to or arising from the delivery of electronic communications.

22. Non-Assignment Clause. This Agreement may not be assigned by either party without the prior written consent of the other party.

23. Binding Mediation/Arbitration. Excepting matters for injunctive relief, any claim or controversy arising out of or relating to the Agreement, including, without limitation, the Advisor's performance, or interpretation of the Agreement, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration. Any mediation or arbitration will be in metropolitan Folsom, California unless otherwise agreed to by both parties. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects the client's rights under the Investment Advisor's Act of 1940 or other related state securities laws.

24. Attorney Fees. In the event any action, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal is filed to enforce or interpret the terms and obligations of this Agreement or any issues related to the United States Bankruptcy Code (whether or not the issues relate to the terms of this Agreement), the prevailing party shall be entitled to its reasonable attorney fees, paralegal fees, disbursements and costs, including reasonable post-judgment attorney fees incurred in collection efforts.

**SCHEDULE A
FEE SCHEDULE**

In consideration of the Advisor's services hereunder, the Client will pay the Advisor a fee quarterly in arrears, with payment due within 30 days from the last day of the quarter for non-hourly clients or 30 days from the date of Advisor's invoice to the Client for hourly clients. A late charge of 1½ percent per month will be charged on any balance unpaid within one month of the invoice date. The fee will be equal to the respective percentage per annum below based on the market value of the Account on the last trading day of the previous quarter. Fees for partial quarters at the commencement or termination of this Agreement will be prorated based on the number of days the Account was open during the quarter. Financial Planning Clients are paying separate financial planning fees based on their financial planning agreement.

Customized Portfolio Management			
Account Value			Annual Advisory Fee
Less than \$250,000			1.40%
\$250,000	to	\$499,999	1.30%
\$500,000	to	\$749,999	1.10%
\$750,000	to	\$999,999	1.00%
Greater than		\$1,000,000	Negotiable
Standard Investment Platform			
Account Value			Annual Advisory Fee
Less than \$500,000			0.85%
\$500,000	to	\$999,999	0.75%
Greater than		\$1,000,000	Negotiable

If the parties agree that Advisor will provide client investment advisory services on an hourly basis, the hourly rate will be \$250.

Clients may also incur mutual fund, exchange-traded fund, separate manager, and other expense ratio fees in addition to Advisor's advisory fees.

We have agreed that for a flat fee of \$_____ per year (paid quarterly) investments will be managed. Additional services may be provided as needed.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then at the mean between the closing bid and asked prices on such date), other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers, and all other assets shall be valued at fair value by the Advisor whose determination shall be conclusive. The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice. Notwithstanding the above, fees are generally negotiable.

BETTERMENT LLC SUB-ADVISORY AGREEMENT AMENDED WRAP FEE SCHEDULE

The Wrap Fee, charged in accordance with Section 18 of the Sub-Advisory Agreement, shall be an annualized fee applied to the assets in your Betterment for Advisors Account advised by Advisor. The fee is 0.20% per annum of the Client's average daily account balance during the Wrap Fee Period. Accounts are not charged a fee when they are unfunded. This Amended Wrap Fee Schedule supersedes the Wrap Fee Schedule that is part of the Betterment for Advisors Client Agreements to which you agreed when you first established your Account, as amended from time to time.

Payments will be due on the last Business Day of the Wrap Fee Period. Payments will also be due immediately upon notice provided by either party of intent to terminate of the Sub-Advisory Agreement and payments will be due prior to a withdrawal that is equal to or greater than 98% of the market value of the Account at that time minus the amount of Wrap Fees due.

The value of the Account for purposes of this Sub-Advisory Agreement will be determined by Betterment in accordance with its normal practices and procedures and such determination will be binding on the parties to this Sub-Advisory Agreement absent bad faith or manifest error. No asset-based Fee adjustment will be made at any time for appreciation or depreciation in Account asset value during a given period.

The Wrap Fee does not include any fees paid by Client to its Advisor. Fees charged by Client's Advisor may incorporate some or all of the implementation fees that Advisor may pay to Betterment and that are subsequently passed along by Advisor to its clients.

Effective: April 1, 2017