



NextStep Strategic Portfolio Program Agreement

The NextStep Strategic Portfolio Program (NSP Program) offers Investment Advisor representatives (IARs) the ability to participate in a managed account program. Under the Program, the IAR authorizes the Total Clarity NextStep Strategic Portfolio Team to purchase and sell mutual funds, exchange-traded funds ("ETFs"), exchange traded notes ("ETNs"), closed-end funds, or equities pursuant to the portfolio chosen by the Investment Advisory Representative (IAR) and to liquidate previously purchased securities. The IAR for the client understands that the investment objective selected for the Account in the NextStep Strategic Portfolio Advisor Questionnaire is an overall objective for the entire Account and may be inconsistent with a sub-model in the Account, a particular holding and the Account's performance at any time. The IAR understands that achievement of the stated investment objective is a long-term goal for the Account.

IAR will obtain the necessary financial data from the Client and assist the Client in determining the suitability of the account and an appropriate investment objective. IAR will initiate the steps necessary to open an Account and select a model portfolio available through the NSP Program consistent with the Client's stated investment objective. This selection is made by completing the NextStep Strategic Model Questionnaire

Each Portfolio Strategist for third party models, Total Clarity Premier models or EFN's models, is responsible for selecting the securities within their model portfolio and for making changes to the securities selected. Each Portfolio Strategist provides its model portfolio to Total Clarity and the NSP Team makes the decisions on how to implement the model. Because a third-party Portfolio Strategist's role is limited to providing portfolios to advisors, and does not provide individualized discretionary advisory services to clients, Total Clarity does not communicate specific client information to third party Portfolio Strategists.

Client grants IAR discretion to choose among the available models designed by the Portfolio Strategists. Once the IAR has selected the model portfolio(s) and the allocation amongst the model portfolios, and the applicable asset minimums have been reached for such model portfolios and allocation, the NSP team will sell existing holdings within the account and purchase mutual funds, ETFs, ETNs, closed-end funds, or equities in amounts appropriate for the model portfolio selected. Checks for funds to be invested in the Account should be made payable to the custodian and are not handled by the NSP Team.

The NSP team will review the Account for rebalancing in the event that a Portfolio Strategist changes its model portfolio. The NSP Team may delay placing rebalancing transactions for non-qualified accounts by a number of days, in an attempt to limit short-term tax treatment for any position being sold. Transactions in securities in the Account (e.g., for rebalancing, liquidations, deposits or tax harvesting) may be subject to the issuer's frequent trading policy.

The minimum account size varies depending on the model portfolio(s) selected. The lowest model portfolio minimum account value is \$10,000. In certain instances, Total Clarity will permit a lower minimum for an account.

The Client may make cash additions to the Account at any time and may withdraw Account assets on notice to IAR, subject to The Assignment/Termination Section below. Additional deposits will be invested in securities consistent with the current target allocation for the model portfolio(s), but such deposits (or a portion thereof) may remain in cash until certain conditions are met related to trade size and position deviation from the target allocation. The NSP Team may accommodate requests by the Client or IAR for all or a portion of the assets in the Account to remain allocated to cash for a period of time.

In the event the Client withdrawals cause the Account asset value to fall below the required minimum, IAR understands this Agreement may be subject to immediate termination under the provisions of the Assignments/Termination Section below. The IAR understands that the Program is designed as a long-term investment program and that asset withdrawals (or requests to allocate all or a portion of Account assets into cash) will affect the performance of the Account.

The IAR hereby appoints Total Clarity and the NSP Team to act as Overlay Portfolio Manager (“OPM”). As OPM, the Total Clarity NSP Team will have full discretion to invest in accordance with the model portfolios provided by the Portfolio Strategists or to select other investments as substitutes for any holding in the portfolio. The NSP Team expects to closely track the model portfolios, applying discretion only to address particular account issues, including using approved products only, customized requests, and investment restrictions placed on the Account. The NSP Team may also apply discretion to deviate from the model portfolios in smaller accounts, in which it is not possible or impractical to be invested in all of a model’s holdings or to substitute a comparable approved holding for a non-approved holding. For those model portfolios designed by a Portfolio Strategist other than Total Clarity, the IAR understands and acknowledges that the NSP Team, and not such Portfolio Strategist, is making the investment decisions for the Account.

The NSP Team coordinates the trades among the various securities and model portfolio(s) of the Account. After the Account is opened, and upon deposit of funds or securities by the Client, the NSP Team will invest the assets based on the model portfolio(s) selected. It generally will take up to 5 business days from the date the Account is fully funded for all assets to be fully allocated across the model portfolio(s). In certain cases, it may take longer to allocate assets, for example, depending on the ability of the custodian to liquidate the securities transferred into the Account.

The IAR may also provide the NSP Team with written instructions to not purchase certain equity securities, specific industries, specific sectors, and certain pre-defined categories (e.g. “sin” stocks). In the event that client restrictions prevent the investment in certain securities otherwise specified by a Portfolio Strategist, assets will be invested pro-rata across the remaining securities in the model. IAR understands that such restrictions will not apply to any mutual funds or ETFs that may be held in the Account. IAR also understands that restrictions placed on the Account can affect the performance of the Account and that the NSP Team may choose not to accept an Account with restrictions that are inconsistent with the investments chosen by the NSP Team or as specified by the Portfolio Strategist.

IAR also understands that cash awaiting investment or reinvestment will be invested in a sweep money market fund at the custodian if that option has been set for the account at the custodian.

IAR acknowledges that all dividends paid by the securities in the Account will not be reinvested unless requested by the advisor. In no event will the NSP Team or IAR be obligated to affect any transaction for a Client which it believes would violate any applicable state or federal law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.

This trading authorization is a continuing one and shall remain in full force and effect and be relied upon until Total Clarity and the NSP Team have received a copy of a written termination notice from the IAR, which writing will be deemed to terminate this Agreement effective upon receipt.

ERISA accounts will not be accepted for the NSP Program.

FEES & CHARGES

As a participant in the Program, IAR agrees to pay an annualized fee (“Account Fee”). The components of the Account Fee are set forth in Schedule A attached hereto. The Account Fee is based on the value of the assets in the Account, including cash holdings, and payable quarterly in advance. For purposes of calculating quarterly Account Fees, the Account quarter will begin on the first day of the month after the end of the last quarter in which the Account is accepted by Total Clarity and the fee will be pro-rated for the number of days the account was open during the previous quarter.

Subsequent Account Fees will be assessed at the beginning of each quarter thereafter and will be based on the value of the Account assets under management as of the close of business on the last business day of the preceding quarter and based on the fee rate in effect at the time of assessment. The Account Fee will NOT be adjusted for deposits and withdrawals during the prior quarter. If there is a change in the NSP Program fee negotiated between IAR and Total Clarity during the quarter, the effective date of any increase or decrease will be at the beginning of the next quarterly cycle. All Account Fees will be deducted from the advisory fee paid by the account at the end of each quarter along with the Total Clarity administration fee that is currently charged.

The Account Fees for the NSP Program do not include trading costs in the account nor include any other account fees, such as IRA fees, termination fees, SIPC transaction fees, CDSC fees on the sale of C shares, wire fees, etc. The NSP Program fees do not include the Total Clarity administration fee that the IAR currently pays for all Total Clarity accounts.

ASSIGNMENT/TERMINATION

This Agreement may not be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services hereunder. This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("Termination Date"). The NSP Team will stop trading on the account or will liquidate all assets if requested to do so by IAR. If the Account is liquidated as a result of a termination notice, the NSP Team will have a period of 72 hours to begin liquidations unless special circumstances apply. Proceeds remain in the Client's account upon settlement of all transactions in the Account. The IAR will be entitled to a prorated refund of any pre-paid quarterly Account Fees based upon the number of days remaining in the quarter after the Termination Date. The IAR understands and agrees that after the Termination Date, the NSP Team will no longer have access to the account.

If the Account is closed within the first six months by the IAR or as a result of withdrawals which bring the Account value below the required minimum, the NSP Team reserves the right to retain the pre-paid quarterly Account Fee for the current quarter in order to cover the administrative cost of establishing the Account which may include data entry costs to create the model and assign the Account and costs associated with reconciling of positions in order to issue performance information.

In the case of an Account held by an individual, this Agreement shall terminate upon death of Client; provided, however, that Total Clarity's authority under this Agreement shall remain in full force and effect until such time as Total Clarity has been notified otherwise in writing by the authorized representative of Client or Client's estate.

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may be amended by Total Clarity upon thirty days' notice to all parties.

ACCOUNT APPLICATION

The NSP Program Questionnaire, incorporated herein by reference and made a part of this Agreement, must be completed in full by the IAR and the accuracy of its contents is hereby acknowledged by the IAR. IAR further acknowledges that it is their responsibility to provide the NSP Team with updated information as necessary and that the NSP Team has the right to rely on this information. By signing this Agreement, IAR agrees to the terms and conditions of this Agreement.

AUTHORIZATION TO DEBIT COMMISSIONS

IAR hereby authorizes Total Clarity to debit all NSP Account Fees, directly from the Account Advisory Fees collected from the Account each quarter in the same manner as the Total Clarity Advisory Account Administration Fee. It is agreed by IAR that the Account Advisory Fee will be payable, first, from free credit balances, if any, in the Account, and second, from the liquidation or withdrawal of Client's shares of the money market fund. Total Clarity reserves the right to liquidate at any time a portion of the other assets in the Account to cover the Account Advisory Fee or other charges. Certain accounts may establish procedures to pay the Account Fee directly rather than through a debit to the Account.

Investment Advisory Representative – Signature

Date

Investment Advisory Representative – Print Name

Total Clarity Wealth Management CCO - Signature

Date

NEXTSTEP STRATEGIC PORTFOLIO – SCHEDULE A – FEES

NSP Program Fee. The schedule below indicates the Program Fee based on the overall Account value. The NSP Program fee does not include the Total Clarity administration fee that you currently pay for all Total Clarity accounts

<u>Account Value</u>	<u>Program Fee</u>
\$ 0 – \$25,000	0.15%
\$25,001 and above	0.10%

The smaller account fee will be reduced to 10bps if an advisor has \$15M or more in AUM on the NSP platform

Transaction Fees, IRA Fees, account fees, etc. are not included. These will be charged as they are currently for Vision and Value accounts