



Investment Advisory Agreement

1. **Management of Account(s).** _____ (“Client / you”) hereby engage Rebalance, LLC (“Rebalance / we / us”) to provide certain investment advisory services in connection with the assets in your account(s) (the “Account(s)”) held at [Schwab/Fidelity] (the “Custodian”), as described on Exhibit A to this investment advisory agreement (this “Agreement”). The investment guidelines (the “Guidelines”) for the Account(s) are also set forth on Exhibit A. Subject to the Guidelines, you give us full discretionary authority to invest and reinvest, in your name, at your risk on your behalf, the securities, property, cash and other investments held in the Account(s) at such time and in such manner, as Rebalance deems advisable. You agree to inform us in writing of any restrictions placed on the management of the Account(s) and of any changes in your general financial circumstances that are relevant to our management of the Account(s). To provide our services, Rebalance is relying on the financial and other information you have provided us and we have used this information to develop the Guidelines. Rebalance has no duty or obligation to investigate the accuracy or completeness of this information and you agree to update any financial or other information provided to Rebalance. The Guidelines may be amended by our mutual agreement from time to time.

2. **Custodial Arrangement.** To carry out transactions in the Account(s), you hereby appoint us as your attorney-in-fact for the limited purpose of issuing instructions to the Custodian to purchase, sell and otherwise to trade in or deal with securities in the Account(s) and generally to discharge our duties under this Agreement. The Custodian will act as broker and qualified custodian of your assets. Nothing in this Agreement is intended or shall grant us any authority to obtain custody of any funds or securities in the Account(s).

3. **Compensation.** In consideration for our services, Rebalance shall be entitled to an annual advisory fee (the “Advisory Fee”). The account minimum for Rebalance accounts is \$500,000 and our minimum Advisory Fee is \$3,750 per year. The Advisory Fee is based upon total assets under management in the Account(s) as follows. For Account(s) under \$5 million, the Advisory Fee is (i) 0.75% up to \$1 million, (ii) 0.65% between \$1 million to \$2 million, and (iii) 0.50% in excess of \$2 million. For Account(s) over \$5 million, the Advisory Fee is (i) 0.50% up to \$7.5 million, (ii) 0.25% between \$7.5 million and \$15 million, and (iii) 0.12% in excess of \$15 million.

The Advisory Fee is paid quarterly in advance based upon the value of the Account(s) as of the last day of the prior quarter. For an Account opened intra-quarter, the Advisory Fee will be pro-rated. For existing Account(s), there will be no charges on funds added during the quarter, nor adjustments made for funds withdrawn during the quarter. Our Advisory Fee will be deducted directly from the Account(s). Our compensation does not include any third-party fees (including brokerage, custodian or other transactions fees) which will be charged separately to your Account(s).

4. **Assignment.** Rebalance may not assign (as defined in the Investment Advisers Act of 1940) this Agreement without your written consent.

5. **Termination.** Either of us may terminate this Agreement upon five days’ written notice to the other. If this Agreement is terminated prior to the end of a calendar quarter, Rebalance will refund a prorated portion of the Advisory Fee to you.

6. **Limits on Liability.** Rebalance shall not, in the absence of willful misfeasance, bad faith or gross negligence on our part or reckless disregard of our obligations and duties hereunder, be liable to you for any act or omission in the course of, or connected with, rendering services hereunder. Nothing herein shall in any way constitute a waiver or limitation of any rights, which you may have under any federal or state securities law, or any other applicable law.

7. **Acknowledgements.** You acknowledge that you have received and carefully reviewed our Form ADV Part 2 and our Privacy Policy which contains disclosure regarding Rebalance’s services. You recognize that Rebalance performs services for various clients and that we may give advice and take action as to other clients that may differ from advice given or the timing or nature of action taken as to the Account(s). You acknowledge that Rebalance has no responsibility or liability under this Agreement as to any of your assets other than the assets in the Account(s). You acknowledge that Rebalance is not responsible for voting proxies on any securities in the Account(s).



8. **Miscellaneous.** This Agreement shall be governed and construed in accordance with the laws of California. You consent to receive via e-mail or other electronic delivery method all communications, documents, and notifications from us and will immediately notify us of any changes to your e-mail address.

Exhibit A

Guidelines

This Exhibit A and amended versions, relate to the Investment Advisory Agreement executed on _____ between Rebalance and Client.

Your portfolio will be invested in passively managed, low-cost Exchange Traded Funds (ETFs) to accomplish a highly sophisticated asset allocation strategy. Superior ETFs from the largest most experienced index providers have been carefully selected based upon their tracking error to benchmarks, breadth of the securities within the index, and assets under management by managers. Your portfolio will be periodically rebalanced based upon individual ETFs, asset classes, and fixed income to equity targets and any contributions and withdrawals.

Rebalance's focus is on ensuring that your returns are reliable based upon the level of risk taken. Rebalance will invest each of your account(s) below in one of our Model Portfolios, which are built using various proportions of our Equity and Income Allocations. Our Equity Allocations generally contain all-cap and small-cap US, foreign developed and emerging market equities and US REITs. Our Income Allocations generally contain high yield corporate bonds, government, government credit, and corporate bonds and may include TIPs and high yield dividend US equities.

Here is how we have agreed to invest each of your accounts at Custodian:

Your Account	Model Portfolio (Allocations)	Your Goals