



LTG Capital LLC

Professional Services Agreement and Account Information

We are pleased that you have selected LTG CAPITAL LLC for the management of your finances. In order to undertake and maintain our Advisory relationship, we request that you review and sign the attached documents as well as provide us with certain information which is treated by us as confidential. These documents include:

- A Portfolio Management & Services Agreement
- A Fee Schedule

Client Name

Date

**LTG CAPITAL LLC
PORTFOLIO MANAGEMENT & SERVICES AGREEMENT**

The undersigned, _____ (“Client”) shall open an Account with LTG Capital LLC (“LTG”) for the purpose of participating in a Portfolio Management Program (the “Program”), whereby Client will be provided with a variety of investment-related services and has executed this Portfolio Management and Services Agreement (the “Agreement”) in connection with the opening of that Account.

1. APPOINTMENT OF PORTFOLIO MANAGER

Client hereby appoints LTG (also referred to as “Advisor”) as Client’s portfolio manager, to manage Client’s Management Account (the “Account”) and in connection therewith, after Client’s consent, to initiate transactions on Client’s behalf.

2. SERVICES

A. Portfolio Management Services

LTG will counsel Client on the investment and reinvestment of the assets in the Account. LTG will manage the Account in accordance with the investment objectives selected by Client, and make itself available to Client to review, update and amend goals and objectives if and as Client’s circumstances change, at Client’s direction. LTG may not enter into any transaction on behalf of Client or bind Client in any way without Client’s prior consent.

B. Broker Services

LTG, along with such broker-dealers as it may engage from time-to-time, will obtain the necessary financial data from Client to assist Client in determining the suitability of the Program. The information provided by Client will include the investment objectives and guidelines for the Account, including any investment restrictions. LTG will initiate the steps necessary, including a receipt of investment funds, to open Account, and will be available to Client on an ongoing basis to receive deposit and withdrawal instructions.

LTG will recommend brokers or dealers to execute Account transactions, and with Client approval, will effect Account transactions on Client’s behalf. Client understands that LTG’s recommendation of brokers or dealers to effect transactions will be based on commission rates that are reasonable in relation to the benefits received and will not necessarily be based solely on obtaining the best commission rate possible. In selecting a broker or dealer to recommend for any transaction or series of transactions, LTG may consider a number of factors,

including for example, net price, reliability, financial responsibility, financial strength, stability, efficiency of execution and error resolution, block trading and block positioning capabilities, willingness to execute related or unrelated difficult transactions in the future, order of call, offering to LTG on-line access to computerized account information and other matters involved in the receipt of brokerage services.

C. Execution, Clearance and Administrative Services

National Financial Services Corporation (“NFSC”), an institutional division of Fidelity Investments, and/or Schwab Institutional will provide the securities clearing services for the Account, and shall execute all purchase and sale orders directed by LTG. NFSC and/or Schwab Institutional shall maintain custody of all Account assets. Such custodial functions will include, among other things, crediting of interest and dividends on Account assets and crediting of principal on called or matured securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

NFSC and/or Schwab Institutional shall also forward confirmations of each purchase and sale to Client and LTG. Additionally, Client’s Account statements will be forwarded by NFSC and/or Schwab Institutional to Client and LTG for each month in which activity occurs in the Account. NFSC and/or Schwab Institutional will also act as general administrator of the Account, which shall include the charging and collection of Account fees and the processing, pursuant to LTG’s instructions, of deposits to and withdrawals from the Account.

D. Portfolio Manager Information Services

Client and LTG will be provided with quarterly information reports analyzing the performance of the Account by NFSC and/or Schwab Institutional. Client acknowledges that NFSC and/or Schwab Institutional in no way assisted Client in selecting a portfolio manager, investment objective, or in determining the suitability of the Program.

E. Confidential Relationship

All information and recommendations furnished by either party to the other shall, at all times, be treated in strict confidence, and shall not be disclosed to third persons except as may be required by law or regulations or except upon the prior written approval of the other party to this Agreement. If Client is an institutional investor, Client consents to disclosure of Client’s identity as a Client of LTG.

3. TRADING AUTHORIZATION

By entering into this Agreement, Client in no way surrenders ownership of the cash and securities comprising the Account. LTG may not remove cash or securities from the Account.

Client understands that LTG and its affiliates may perform advisory and/or brokerage services for various clients, and that LTG may give advice or take actions for other clients that differs from the advice given or the timing or the nature of any action taken for the Account. In addition, LTG is not obligated to purchase or sell or recommend for purchase or sale any security which its affiliates may purchase or sell for their own accounts or the account of any other client.

4. FEES

Client will pay an annualized fee in accordance with Schedule A to this Agreement.

The applicable fees referenced on Schedule A include all fees and charges for the services of LTG, NFSC and/or Schwab Institutional, except for brokerage charges, IRA and Qualified Retirement Plan account termination fees, and may change from time-to-time.

The fee will be payable quarterly in advance. The first payment is due upon execution of this Agreement and receipt of Account funds. It will be assessed pro rata in the event this Agreement is executed at any time other than the first day of the calendar quarter. Subsequent payments will be assessed on the first day of each calendar quarter 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.

If assets are deposited after the inception of a quarter and subsequently withdrawn prior to the end of the same quarter, the fee charged with respect to such assets as of the next calculation date will be prorated based on the number of days during the quarter the assets were held in the Account. For valuation purposes the assets will be treated as if they were held in the Account as of the end of the quarter.

Client authorizes NFSC and/or Schwab Institutional to deduct all applicable fees from Client's Program and all such fees will be clearly noted on Client's statement.

5. ADDITIONS TO AND WITHDRAWALS FROM THE ACCOUNT

Client may make additions to the Account at any time. Client may request periodic withdrawals at the time the account is opened. Client may withdraw Account assets on five (5) trading days' notice to LTG. Client understands that the Program is designed as a long-term investment vehicle and that withdrawals of assets may impair the achievement of Client's investment objectives.

6. PROXY VOTING

LTG claims no ownership rights, by virtue of its advisory relationship, to any Client securities and each Client retains all incidental rights of ownership including the right to vote securities held in its name or in nominee name.

LTG may receive proxies for securities held in the Account in the normal course of its management business. LTG is not responsible for voting or for forwarding proxies received in error. Client is responsible for providing the custodian with mailing instructions for proxies.

7. LIMITATION OF LIABILITY

LTG shall not be liable with respect to its services hereunder except for any direct (as opposed to incidental or consequential) loss attributable to LTG's gross negligence or willful misfeasance. LTG shall not be liable for any act or omission of the custodian or any broker which effects transactions for the Account. Without limiting the foregoing, LTG does not assume responsibility for the accuracy of information furnished to it by Client, the custodian, broker, or by any person on whom it reasonably relies.

Client shall indemnify and hold harmless LTG, its affiliates, directors, officers, shareholders, members, managers, employees and agents for any loss, liability, cost, damage or expense, including reasonable attorneys' fees and costs (collectively, "Loss"), that arises out of or in connection with this Agreement, provided such Loss does not directly result from LTG's gross negligence or willful misfeasance.

Certain Federal and state laws that may apply to this Agreement may impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under any such applicable law.

8. ASSIGNMENT/TERMINATION

LTG shall not assign (within the meaning of the Investment Advisers Act of 1940 (the "Advisers Act")) this Agreement without prior consent of Client or compliance

with such other procedure as may be permitted under the Advisers Act, and shall notify Client within a reasonable period of any changes in control of LTG.

Either party may terminate this Agreement at any time without penalty upon written notice via certified mail or overnight mail. Termination is effective immediately after receipt of such notice by the other party or such later date as may be specified in the notice.

Termination shall not affect liabilities or obligations incurred or arising from transactions indicated under this Agreement prior to such termination, including the provisions regarding arbitration which shall survive any expiration or termination of this Agreement. Upon termination, it is Client's responsibility to monitor the securities in the Account and LTG will have no further obligation to act or advise with respect to the Account. If Client terminates this Agreement within five (5) business days of execution, Client will receive a full refund of any fees prepaid to LTG. If this Agreement is terminated after five (5) business days of execution, any prepaid fees will be prorated and the unused portion will be returned to Client. Client's death shall not terminate this Agreement or the authority granted to LTG hereunder until LTG has received written notification of death.

9. NOTICES

All written notices to any party under this Agreement shall be sent to the address set forth below or such other addresses as such party may designate in writing to the other.

To:

Client: _____

Address: _____

To:

LTG Capital LLC
Riverside Center
275 Grove Street, Suite 2-400
Newton, MA 02466

10. GOVERNING LAW

This Agreement shall be construed under the laws of the Commonwealth of Massachusetts in a manner consistent with the Advisers Act and the rules and regulations of the Securities and Exchange Commission thereunder.

11. RECEIPT OF FORM ADV PART II

Client acknowledges that LTG has provided Client with a copy of Part II of its Form ADV as required by Rule 204-3 under the Advisers Act. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement. Client also acknowledges that it has reviewed and understands the risk factors and the fees associated with the Account.

12. ARBITRATION

a. Arbitration Requirement

Any dispute involving Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below.

b. Arbitration Disclosure

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- THE PARTIES WAIVE THEIR RIGHT TO SEEK REMEDIES IN COURT.
- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

c. Arbitration Agreement

Any controversy between Client and LTG arising out of this Agreement shall be submitted to arbitration conducted before the National Association of Securities Dealers, Inc., in accordance with their rules and Code of Arbitration Procedure as may then be in effect. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate.

This paragraph 12 does not constitute a waiver of any right provided by the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek dispute resolution.

13. REPRESENTATIONS

- a. LTG represents that it is registered as an investment adviser under the Advisers Act and is authorized and empowered to enter into this Agreement.
- b. Client represents and confirms that: (1) Client has full power and authority to enter into this Agreement; (2) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding and enforceable against Client in accordance with its terms.
- c. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by LTG are within the scope of the services and investments authorized by the governing instruments of and/or laws and regulations applicable to Client and that such trustee or fiduciary is duly authorized to enter into and renew this Agreement. The trustee or fiduciary shall provide LTG with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise LTG in writing via certified mail or overnight delivery of any material change in his or her authority or the propriety of maintaining the Account.

14. ENTIRE AGREEMENT/AMENDMENTS

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein. This Agreement may not be changed orally, but rather only by an agreement in writing signed by the parties.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE IN PARAGRAPH 12. CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

Agreed to this _____ day of _____.

Client Name

Client Signature

Client Name

Client Signature

Accepted by: Ariel Acuña

Main Office:

LTG Capital LLC
Riverside Center
275 Grove Street, Suite 2-400
Newton, MA 02466
888-445-0111

Addendum:

Pension plans such as, but not limited to, 401(k)s and 403(b)s, will be considered for rollover to an LTG Capital LLC affiliated custodian accounts as soon as the client-participant is separated from service or is allowed by the plan or plan sponsor to perform a rollover. This applies to stock option and employee stock purchase plans as well.

Schedule A

Assets Under Management Fee Schedule

Asset Amounts	Percent Per Year
\$0 - \$1,000,000	1.5%
\$1,000,001 - \$2,000,000	1.25%
\$2,000,001 and above	1%

This fee schedule applies to any and all investment assets advised on by LTG Capital LLC e.g., individual, joint, investment retirement, Roth investment retirement, ~~non-LTG managed pension (401k, 403b, etc.), 529 college savings~~ and similar investment accounts.

Note: If fees are to be deducted from investment accounts, we may occasionally find it necessary to place small trades to free up cash.



Table of Fees for Services – Massachusetts Securities Division Required Document

Carefully read Item 4 and Item 5 of Form ADV Part 2A for more details of advisory services and fees, respectively. Fees below are charged when clients request the services listed. Fees below may not apply to all clients. Fees are not negotiable.

Fees Charged by Investment Adviser	Fee Amount	Frequency Fee is Charged	Services
Assets Under Management Fee	\$0 - \$1,000,000 1.5% \$1,000,000 - \$2,000,000 1.25% \$2,000,000 and above 1%	Quarterly in Advance	Financial planning services; Portfolio management for individuals and/or small businesses; Pension consulting services
Hourly Fee	N/A		
Subscription Fee	N/A		
Fixed Fee	N/A		
Commissions to the Adviser	N/A		
Performance-based Fee	N/A		
Other	N/A		
Fees Charged by Third Parties	Fee Amount	Frequency Fee is Charged	Services
Third Party Money Manager	N/A		
Robo-Adviser Fee	N/A		
Fee Total	Talk with your Advisor about fees and costs applicable to you		

Additional fees and costs to discuss with your Advisor

Additional Fees/Cost	Yes/No	Paid To	Likelihood
Brokerage Fees	Yes	Custodian	Unlikely
Commissions	No		Never
Custodian Fees	Yes	Custodian	Unlikely
Mark-ups	No		Never
Mutual Fund/ETF Fees and Expenses	Yes	Mutual Fund/ETF	Likely

Effective 1/1/2020