



SHE WEALTH ADVISORS

Investment Advisory Agreement

This Investment Advisory Agreement (the “Agreement”) is entered into between the undersigned client (“Client”) and She Wealth Advisors, LLC, a California state-registered investment adviser (“Adviser”), as of the effective date set forth below.

1. Scope of Services

Adviser shall provide discretionary investment advisory services to Client. Services are tailored to the Client’s investment goals, risk profile, time horizon, and liquidity needs, and include:

- Selection and management of individual securities, ETFs, mutual funds, bonds, ADRs, and futures contracts.
- Limited cryptocurrency exposure, if appropriate, is available only to clients who meet the definition of “qualified clients” under Rule 205-3 of the Investment Advisers Act of 1940, and only through exchange-traded products, trusts, or futures contracts listed on regulated U.S. exchanges such as the NYSE, NASDAQ, or CFTC-regulated markets. Adviser does not recommend or facilitate direct purchases of cryptocurrency through unregulated platforms or self-custodied wallets.
- Use of dynamic asset allocation methods aligned with macroeconomic cycles.
- Implementation of strategies using short selling, margin, leverage, and options contracts.
- Execution of frequent trades for tactical opportunities.
- Use of statistical modeling, volatility analysis, and market psychology.
- Ongoing risk monitoring, performance review, and rebalancing as needed.

Additional services offered include:

- Coaching & Education Services: Hourly, trading and investing education available to clients and non-clients.
- Asset Allocation Guidance for Employer-Sponsored Retirement Plans: Hourly guidance for individual plan participants.
- Referrals to third-party Certified Financial Planner™ (CFP®) professionals for

comprehensive financial planning; She Wealth may receive a referral fee under a separate solicitor agreement.

Service Selection and Fees

The Client and Adviser will indicate below which services are being engaged and the corresponding fee arrangement. Only the selected services will apply under this Agreement.

☐ Discretionary Portfolio Management - Annual asset-based fee of ___ % (per Section 3). The agreed-upon rate will remain in effect for ___ years from the effective date of this Agreement. Fee Changes: Adviser may not modify the advisory fee without the prior written consent of the Client. Any proposed change will be communicated in writing, and the revised fee will not take effect until the Client has signed an amendment or written acknowledgment confirming acceptance of the new fee terms.

☐ Setup Fee - \$250 (one time)

☐ Coaching & Education - \$200/hour

☐ Retirement Plan Allocation Guidance - \$200/hour

☐ Referral to Third-Party CFP® - Fees billed separately by third party

(Educational newsletters are provided separately and are not part of this Agreement.)

2. Discretionary Authority

Client grants Adviser full discretion to manage the investment account(s) without prior consultation for each transaction. Client may impose reasonable restrictions by written notice, subject to Adviser's acceptance. This Agreement applies to all current and future investment accounts that the Client opens and authorizes Adviser to manage under the same discretionary authority and fee structure, unless otherwise agreed in writing.

3. Fees and Billing

The annual advisory fee for discretionary portfolio management services is based on the following tiered schedule:

Up to \$500,000 – 2.50%

\$500,001 to \$1,000,000 – 2.25%

\$1,000,001 to \$2,000,000 – 2.00%

Over \$2,000,000 – 1.50%

Clients will not be charged a total management fee over the 3% industry average. Lower fees for comparable services may be available from other sources. Fees are calculated monthly in arrears based on the average daily balance of the account during the billing period. Fees are deducted directly from the client's investment account by the qualified custodian, pursuant

to the client's written authorization provided in this advisory agreement and the custodian's account paperwork. She Wealth Advisors, LLC does not have access to client funds beyond this limited authorization. Clients will receive regular account statements directly from the custodian, reflecting all fee deductions.

Our fee schedule is applied on a straight tier basis. This means the client's total account is billed at the single percentage rate corresponding to the tier into which the account falls.

Example: For a \$1,500,000 account, the applicable rate is 2.00%. The annual fee would be \$30,000, billed monthly in arrears (\$2,500 per month).

Clients are also responsible for any custodial fees, brokerage commissions, mutual fund or ETF expenses, and other account-related charges as disclosed in Form ADV Part 2A.

Non-AUM Services:

- Coaching & Education: \$200/hour, billed upon completion. Payment accepted via credit card, check, wire, or ACH. Credit card payments are processed individually at the time of billing. She Wealth Advisors does not store client credit card information on file for recurring charges and therefore does not have custody of client funds.
- Retirement Plan Allocation Guidance: \$200/hour, billed upon completion.

Because fees are billed in arrears, there is no refund for unearned fees. The specific service(s) and mutually agreed upon fee are selected in the Service Selection section of this Agreement."

Setup Fee:

Client agrees to pay She Wealth Advisors, LLC a one-time initial setup and onboarding fee of \$____. This fee is due upon execution of this Agreement and prior to, or contemporaneously with, the commencement of advisory services. The setup fee covers initial advisory and administrative services, including onboarding, account coordination, information gathering, and development of an initial investment strategy.

This setup fee is separate from and in addition to any ongoing asset-based advisory fees and is not based on assets under management. Client authorizes She Wealth Advisors, LLC to deduct the setup fee directly from Client's investment account held with the qualified custodian.

The setup fee is non-refundable once services have commenced.

4. Custody and Reporting

Adviser does not maintain custody of client funds or securities, except for the limited authority to deduct advisory fees. Client assets will be held by a qualified third-party custodian, and clients will receive account statements directly from the custodian. Adviser does not custody cryptocurrency. Any cryptocurrency exposure must be held in

exchange-traded products or futures contracts through qualified, SEC- or CFTC-regulated custodians. Adviser does not maintain access to private keys or digital wallets.

5. Term and Termination

This Agreement continues until terminated by either party with 30 days' written notice. Clients may terminate without penalty within five (5) business days of signing. Upon termination, Client shall pay all fees due through the effective termination date.

6. Assignment

This Agreement may not be assigned by She Wealth Advisors, LLC without the consent of the Client.

7. Acknowledgment of Disclosure Documents

Client acknowledges receipt of She Wealth Advisors, LLC's Form ADV Part 2A (Firm Brochure) and Part 2B (Brochure Supplement) at least 48 hours prior to signing this Agreement.

8. Legal Capacity and Authority

Client represents that they have the legal capacity to enter into this Agreement and that the assets in the account belong to Client and are free of encumbrances unless otherwise disclosed.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. Conflict of Interest Disclosure

She Wealth Advisors, LLC seeks to avoid or mitigate all material conflicts of interest that could impair the rendering of unbiased and objective advice. If a material conflict of interest does exist, we will fully disclose it to clients in writing before entering into, or renewing, any advisory agreement. Any material conflicts of interest have been disclosed.

11. Minimum Account Size

The minimum account size for portfolio management is \$500,000. Exceptions may be made at the Adviser's discretion.

12. Business Continuity

She Wealth Advisors maintains a written Business Continuity Plan designed to address operational risks in the event of a significant business disruption, including death or incapacitation of the adviser. The plan is available to clients upon request.

IN WITNESS WHEREOF

The parties have executed this Agreement on the dates set forth below.

Party 1:

Client Signature: _____ Date: _____

Printed Name: _____

Party 2:

Client Signature: _____ Date: _____

Printed Name: _____

Adviser Signature: _____ Date: _____

Vanessa Friedman, Chief Investment Officer
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