

DION

Money Management, LLC

Investment Advisory Agreement

This Investment Advisory Agreement ("Agreement") is between the undersigned ("Client") and Dion Money Management, LLC, a Delaware limited liability company ("DION"), with its principal place of business at 25 Main Street, Williamstown, Massachusetts. Subject to the terms and conditions described below, Client appoints DION as investment advisor with discretion to invest and re-invest the assets held in Client's investment account(s) under management by DION (collectively, the "Account").

Investment Advisory Services. DION will provide investment supervisory services for Client's Account. DION will direct, in its discretion and without first consulting Client, the purchase, sale, investment and reinvestment of registered investment companies (including mutual funds and exchange-traded funds), cash, and other investments in Client's Account. Client appoints DION as Client's true and lawful agent with authority to act on Client's behalf for the limited purpose of purchasing, selling and trading securities for Client's Account and all actions necessary or incident to such activities. DION will base its investment decisions for the Account upon the Investor Profile submitted to DION by Client and any additional oral or written investment instructions, objectives, or investment limitations provided to DION by Client.

If Client's Account is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), DION agrees and acknowledges that, as investment manager, it is a fiduciary under ERISA with respect to the Account and it will maintain appropriate ERISA bonding for the Account. The Client represents that it has read this Agreement and has determined that DION's fees are reasonable in light of the services contemplated by this Agreement. Client represents that its engagement of DION, and any instructions that have been given to DION with regard to the Account, are consistent with applicable plan documents. The person signing this Agreement acknowledges its status as a named fiduciary with respect to the control and management of the assets held in the Account, and agrees to notify DION promptly of any change in the identity of the named fiduciary. Client acknowledges and understands that Advisor is not a plan "administrator" as defined under ERISA and DION shall not be responsible for overall compliance by the Account with the requirements of ERISA or any other governing law or plan documents. Client will furnish DION with copies of current plan documents.

Investor Profile. Client has completed and submitted to DION a completed Investor Profile Questionnaire or other written instructions as requested by DION. Client agrees to permit DION to consult with and to obtain information from Client's attorney, accountant or other advisors to the extent necessary. Client also agrees to promptly inform DION in writing of any changes in Client's financial situation, investment objective or investment restrictions and any other factors that may be important to DION in the management of Client's account.

Custodial Arrangements. Custody of the assets in Client's Account will be maintained by : _____ (hereinafter referred to as "Custodian") Client will be solely responsible for paying all fees or charges of Custodian. Client authorizes DION to instruct Custodian, on behalf of Client, to purchase, sell, convert, redeem, exchange, or retain any security, cash or cash equivalent, or other investment for Client's Account. Client authorizes DION to instruct Custodian, on behalf of Client, to (i) send to Client confirmation statements for each transaction in Client's Account, (ii) send to Client statements at least quarterly showing all transactions occurring in Client's Account during the period covered by the Account statement as well as the funds, securities, and other property in Client's Account at the end of the period, and (iii) provide DION with copies of all statements and reports for Client's Account which Custodian sends to Client. DION will provide to Client regular reports regarding the assets held in Client's Account and performance data for the period.

Brokerage Arrangements. Client has directed DION to utilize Custodian, as broker or dealer, to execute all transactions for Client's Account. DION will not seek better execution services or prices from other broker-dealers, nor will it be able to aggregate Client's transactions for execution through other brokers or dealers with orders for other accounts advised by DION. As a result, DION may not obtain best execution on behalf of Client, who may pay materially different commissions or other transaction costs, or receive less favorable net prices on transactions for the Account, than would otherwise be the case.

Investment Risk. Client understands that all investments in mutual funds, exchange traded funds, stocks, bonds, and other securities entail risk. Client understands and accepts that some investment decisions made by DION may result in profits and others in losses. Client understands and accepts that DION does not and cannot guarantee that Client's investment objectives will be realized. Client understands and accepts that investment decisions made for Client's Account by DION are subject to various market, currency, economic, political, and business risks, and that investment decisions may not be profitable. DION will manage only those securities, cash, and other investments held in Client's Account, and, in making decisions for Client's Account, will not consider any other securities, cash, or other investments owned by Client. Client also understands and accepts that an exchange from one mutual fund to another constitutes a sale and a purchase of securities, and, as such, may result in a taxable gain or loss and that DION assumes no tax management responsibility of any kind. DION will manage only the securities held in Client's Account and in making investment decisions for the Account, DION will not consider any other securities, cash or other investments owned by Client. If Client transfers securities into Client's Account that are held at the instruction of Client and that were not acquired or maintained for the Account by DION, Client represents and acknowledges that DION has not reviewed, investigated or examined such securities and hereby disclaims any responsibility for Client's investment decisions with respect to such securities. Except as may otherwise be provided by law, DION will not be liable to Client for: (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by DION with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from DION's adherence to Client's instructions; or (iii) any act or failure to act by Custodian or any other third party. **The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.**

Confidentiality. All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as permitted or required by law.

Other Investment Accounts: Client understands and accepts that DION is an investment advisor for other clients and Client also understands and accepts that DION, its personnel, and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients or for their own accounts that differ from advice given to or action taken for Client. DION is not obligated to buy, sell, or recommend for Client any security or other investment that DION or its Affiliated Persons may buy, sell, or recommend for any other client, or for their own accounts. Subject to DION's fiduciary obligation to Client, this Agreement does not limit or restrict in any way DION or any of its Affiliated Persons from buying, selling, or trading in any securities or other investments for their own accounts.

Proxy Voting. Client is responsible for voting proxies of securities held in Client's Account.

Advisory Fees. Client will pay in advance an advisory fee to DION at the beginning of each calendar quarter based upon the value of assets in Client's Account at the inception of the account and, thereafter, as of the end of the previous quarter. A pro rata refund of fees charged will be made if the Account is closed within a billing period. Based on the advisory fee schedule set forth below, Client agrees to pay DION as follows:

Client's End-of-Quarter Account Value	Annual Rate	Quarterly Advisory Fee
Under \$250,000	1.75% or \$2,000 minimum*	0.4375%
\$250,000 - \$500,000	1.50%	0.3750%
\$500,001 - \$750,000	1.25%	0.3125%
\$750,001 - \$1,000,000	1.12%	0.2800%
\$1,000,001 - \$2,500,000	1.00%	0.2500%
Over \$2,500,000	0.80%	0.2000%

* At DION's discretion

Client authorizes DION to invoice Custodian directly for DION's fees. DION's advisory fee will be deducted directly from Client's Account and automatically remitted to DION. Client is responsible for verifying the accuracy of the fee calculation as Custodian may not verify it.

Client understands that each mutual fund and exchange traded fund in Client's Account charges its own fees and expenses, typically consisting of management fees, 12b-1 fees and operating expenses. Each fund discloses these fees in its prospectus, which Client acknowledges receiving in advance of investing. For non-ERISA Accounts, Client acknowledges that DION receives 12b-1 and shareholder servicing fees from mutual funds in which Client invests. These fees and expenses are in addition to DION's investment management fees and are ultimately born by the Client. Custodial fees and transaction costs are not included in the fees set forth above, except that DION may pay Fidelity Investments a quarterly fee (currently 0.0005%) of the value of all clients' ETF transactions placed through Fidelity.

Binding Agreement, Amendments, Assignment, Termination, Governing Law and Forum: This Agreement constitutes the entire agreement between Client and DION with respect to Client's Account. This Agreement will binding upon, and inure to, the parties and their successors and permitted assigns. DION shall have the right to amend this Agreement upon 60 days written notice to Client. This Agreement may not be assigned without the consent of either party; provided that in the event of a change in control of DION that could be deemed to be an "assignment" under federal securities laws, Client will be deemed to consent to the assignment 30 days after notice of the change of control is provided, unless Client takes action by terminating the Agreement during the notice period. This Agreement may be terminated at any time by either party without penalty upon written notice to the other party. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Any controversy or dispute which may arise between the Client and Adviser concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Arbitration proceedings may be commenced by either party after giving the other party notice thereof and proceeding thereafter in accordance with the rules of the American Arbitration Association. Any such arbitration shall be governed by and subject to the applicable substantive laws of the Commonwealth of Massachusetts and the then prevailing commercial arbitration rules of the American Arbitration Association; provided, however, that the arbitrators shall be required to render a reasoned award stating with particularity the grounds for their decision and further provided that the arbitrators shall have no authority to award punitive, exemplary or other extraordinary damages. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in the Commonwealth of Massachusetts. This agreement to arbitrate does not entitle the Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. The parties hereby waive all rights to obtain punitive damages in connection with any dispute arising under this Agreement. The arbitrator's award in any such arbitration shall be final and binding, and judgment upon such award may be enforced by any court of competent jurisdiction.

Disclosure Statement. Client has received and read DION's Form ADV Part II Disclosure Statement (including its Privacy Statement) not less than 48 hours prior to entering into this Advisory Agreement, or if received at the time of entering into this Agreement, Client shall have the right to terminate without penalty within five (5) business days after entering into this Agreement.

Client Name (or Named Fiduciary & Plan Name if Account is subject to ERISA)

Social Security or Tax Identification Number

Name of Joint Client (if applicable)

Social Security Number of Joint Client

Authorized Client Signature

Date

Authorized Joint Client Signature (if applicable)

Date

Accepted by:

DION Money Management, LLC

Name

Date

Title