



## ADVISORY ACCOUNT AGREEMENT

### SECTION I - INVESTMENT GOALS & OBJECTIVES

1.1 By this Agreement, the Party named on the Enrollment Form ("Participant") appoints GWN Securities, Inc. (the "Advisor") as investment advisor to continuously monitor the investment and reinvestment of the Participant's accounts designated in the Enrollment Form, "Investment Selection," and those established pursuant to this Agreement ("Advisory Account").

1.2 This Agreement is to be used with the Kades-Margolis Capital Platinum Advisory Service Program.

1.3 Kades-Margolis Capital Platinum Advisory Service Program consists of two (2) Tier Model Portfolio Options. Tier I consists of fifty (49) mutual fund and/or ETF (Exchange-Traded Fund) model portfolio options which include: American Funds Global Growth; American Funds Growth; American Funds Growth and Income; American Funds Moderate Growth; American Funds Conservative Growth and Income; American Funds Moderate Growth and Income; American Funds Retirement Income – Enhanced; American Funds Retirement Income – Moderate; American Funds Retirement Income – Conservative; American Funds Conservative Income; American Funds Preservation; Castellum Ultra Conservative; Castellum Conservative Income; Castellum Moderately Conservative Income; Castellum Balanced; Castellum Moderate Growth; Castellum Moderately Aggressive Growth; and Castellum Aggressive Growth; Castellum Dynamic ETF Aggressive Growth; Castellum Dynamic ETF Moderate Aggressive Growth; Castellum Dynamic ETF Moderate Growth; Castellum Dynamic ETF Balanced; Castellum Dynamic ETF Conservative Income; Castellum Dynamic ETF Moderate Conservative Income; Castellum Strategic ETF Aggressive Growth; Castellum Strategic ETF Moderate Aggressive Growth; Castellum ETF Strategic Moderate Growth; Castellum ETF Strategic Balanced; Castellum ETF Strategic Conservative Income; Castellum Strategic ETF Moderate Conservative Income; Castellum Tactical ETF Flexible Strategy; BlackRock Multi-Asset Income Growth ETF; BlackRock Multi-Asset Income Moderate ETF; BlackRock Multi-Asset Income Conservative; BlackRock Strategic ETF Asset Allocation 100/0; BlackRock Strategic ETF Asset Allocation 80/20; BlackRock Strategic EFT Asset Allocation 60/40; BlackRock Target Income ETF Aggressive Income; BlackRock Target Income ETF High Income; BlackRock Target income ETF Moderate Income; BlackRock Target Income ETF Core Income; Platinum Vanguard Core ETF Income 0/100; Platinum Vanguard Core ETF Income 20/80; Platinum Vanguard Core ETF Balanced 40/60; Platinum Vanguard Core ETF Balanced 60/40; Platinum Vanguard Core ETF Growth 80/20; Platinum Vanguard Core ETF Growth 100/0; Main Management BuyWrite Strategy Model; Main Management Active Sector ETF Model; TAM MultiMarket Balanced; TAM MultiMarket Balanced Growth; TAM MultiMarket Balanced Income; and the Platinum Advisor Select option; Tier II consists of fifty-four (54) model portfolio options which include: ICON U.S Income; ICON U.S. Growth; ICON International Growth; ICON Global Growth; ICON Global Moderate; ICON U.S. Moderate; ICON U.S. Conservative; ICON Global Conservative; ICON SBI Global Growth; ICON SBI Global Moderate; ICON SBI Global Conservative; Clark Capital MultiStrategy 75-25; Clark Capital MultiStrategy 50-50; Clark Capital MultiStrategy 25-75; Clark Capital Navigator Fixed Income; Russell Equity Growth; Russell Growth; Russell Moderate; Russell Balanced; Russell Conservative; Absolute Capital Portfolio Protector Bond; Absolute Capital Portfolio Protector Multi-Fund; Absolute Capital Asset Allocator Aggressive Growth; Absolute Capital Asset Allocator Growth; Absolute Capital Asset Allocator Core; Absolute Capital Asset Allocator Conservative; Absolute Capital Asset Allocator Income; Donoghue Forlines Power Dividend and Yield; Donoghue Forlines Power Growth and Income; Donoghue Forlines Power Income; Toews Hedged Growth; Toews Hedged Balanced Growth; Toews Hedged Balanced; Toews

Hedged Balanced Income; Toews Hedged Capital Preservation; Toews Dynamic Fixed Income High Income Portfolio; Toews Dynamic Fixed Income Moderate Income Portfolio; Toews Dynamic Fixed Income Conservative Income Portfolio; Toews Defensive Alpha Balanced; Toews Defensive Alpha Equity; AAMA Aggressive Growth Portfolio; AAMA Global Aggressive Growth Portfolio; AAMA Global Growth Portfolio; AAMA Global Strategic Balanced Portfolio; AAMA Growth Portfolio; AAMA Strategic Balanced Portfolio; Frontier Global Opportunities; Frontier Focused Opportunities; Frontier Long Term Growth; Frontier Growth & Income; Frontier Balanced; Frontier Absolute Return Plus; Frontier Income; Frontier Absolute Return. The Advisor's analysis utilizes computerized modeling and employs technical, economic, fiscal and monetary considerations to determine whether individual market trends are considered to be advancing or declining.

## **SECTION II - EXCHANGE AUTHORIZATION**

2.1 While this Agreement is effective the Advisor is authorized to place orders or otherwise give instructions without prior consultation with, or ratification in connection with model portfolio selections, the Participant, for the exchange of investment company shares or variable annuity accounts on behalf of and for the account of the Participant. The Advisor shall determine the nature, amount and timing of all such transactions. Participant understands and agrees that the Advisor shall have discretion to the fullest extent as permitted under the Kades-Margolis Capital Platinum Advisory Service Program (which includes the withdrawal of funds for the payment of fees as listed in this agreement and Form ADV Part 2 but does not allow us to withdraw money for other reasons).

## **SECTION III - FEE, ACCOUNT STATEMENTS AND MINIMUM INVESTMENT**

3.1 The minimum initial investment is \$25,000.00. The minimum requirement of \$25,000.00 in assets must be received within 13 months of the account open date. A Participant not meeting the 13-month minimum of \$25,000.00 may receive notification 90 days prior to the expiration date. The notice will state that the Participant will have 90 days to satisfy the minimum requirement. If the requirement cannot be met, then alternate investment options (Non Advisory funds) must be received for the Advisory account to be placed in a Money-by-Design (Non Advisory) program no later than the end of the 13-month period. If the alternate investment options are not received within the specified timeframe, then Kades-Margolis Capital, LLC, the Sponsor of the Program, may open a Money-by-Design (Non Advisory) account for the Participant using the program's default money market or cash reserve fund. Notwithstanding the above, Sponsor has the right, but not the obligation, to accept a minimum below \$25,000.00.

3.2 Asset Based Fee Structure: The Advisor shall receive a monthly fee equal to a percentage of the market value of all assets held within the Participant's account on the last business day of the month or upon withdrawal from such account prior to the month's end. The asset based fee schedule appears in Section V of the Enrollment Form. Form (Annual Asset Based Program Fee Schedule Tier I Manager Assets Below \$249,999.99 1.30%; Assets between \$250,000 and \$749,999.99 1.05%; Assets Over \$750,000 0.80%. Tier II Manager Assets Below \$249,999.99 1.40%; Assets between \$250,000 and \$749,999.99 1.20% Assets over \$750,000.00 0.95%.) Such fee shall be collected in arrears and is not subject to any pro-ratio for assets deposited for less than a month. Participants who elect the asset based fee structure are not subject to brokerage transaction fees for purchases of securities that are subject to asset based fees. We do not require the prepayment of more than \$1,200 in fees six or more months in advance.

3.3 Custodial Fees May Apply: Any such fees from a sponsored custodial account shall be collected by the Custodian from the amount of any contribution or transfer, from available cash of the account or from

the liquidation of such assets held in the account as is necessary to pay such fees in full. The Custodian is authorized to redeem or liquidate sufficient assets to pay any of the foregoing items. Deduction of Fees by The Custodian in the Advisory Agreement for each of our managed account programs, the client will authorize and direct the custodian to deduct the Program Fee directly from the account upon receipt of instructions from GWN (or on our behalf). Clients are required to authorize the custodian to deduct the Program Fees from the account and may not choose to have Program Fees billed to the client for payment in lieu of billing the custodian. The amount of the Program Fee will be reflected on a statement provided to the client at least quarterly by the custodian.

3.4 Fee Changes: All advisory fees may be amended by the Advisor upon sixty (60) days written notice to the Participant.

3.5 Account Statements: Per Important Disclosure

## **SECTION IV - ASSIGNMENT**

4.1 This Agreement may not be transferred or assigned by the Advisor without the prior consent of the Participant.

4.2 Proxy: We will not vote proxies on behalf of your advisory accounts. At your request, we may offer you advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of applicable securities, you are responsible for exercising your right to vote as a shareholder. In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitations to vote proxies.

## **SECTION V - GENERAL**

5.1 Unauthorized Transactions: Participant understands and agrees that should Participant, or any other person authorized by Participant, including a Solicitor, Broker or Dealer, trade the Advisory Account[s], such action will result in the immediate termination of this Agreement and the Advisor shall be relieved of all duties and responsibilities under this Agreement. For purposes herein, "trade" Advisory Accounts shall include, but are not limited to, exchanging, buying or selling investment company shares or variable annuity contracts. For purposes herein, Solicitor shall include, but is not limited to, any individual who solicits the Advisor's investment advisory service.

5.2 Further Authorization: The Participant shall furnish the Advisor with all documents, authorizations or powers of attorney, as may be required for the Advisor to carry out its obligations hereunder.

5.3 Risks of Investment: The Participant understands that the Participant's Advisory Account investments are subject to the risks typically associated with investing in financial markets. Kades-Margolis Capital Platinum Advisory Service Program account investments, exchanges or reallocations may result in profits or losses. The Participant understands that neither the Advisor nor the Authorized Broker guarantees that the objectives of the Kades-Margolis Capital Platinum Advisory Service Program's investment strategy will be realized for the Advisory Account. Participant agrees and understands that the risks of the Participant's Advisory Account investments are to be borne solely by the Participant and Participant's Advisory Account, and not by the Advisor

or Authorized Broker. The Advisor, however, will adhere to the policies and guidelines established by these programs as agreed to between the Participant and the Advisor. Should the Advisor determine that changes thereto are required for achievement of the objectives the Advisor will notify the Participant promptly after affecting such changes.

5.4 Limitation on Compensation: The Advisor shall not be compensated on the basis of a share of capital gains or upon capital appreciation of the funds or any portion of the funds of the Participant.

5.5 Compliance with Governing Law: The Advisor shall perform its services under this Agreement in accordance with all applicable federal and state laws and administrative regulations.

5.6 Delays and Omissions: No delay or omission by either party hereto to exercise any right with respect to the terms or conditions of this Agreement shall be construed as a waiver thereof. A waiver of any conditions or agreements shall not be construed to be a waiver of any succeeding breach thereof or of the enforceability of any other condition or agreement.

5.7 Validity of Agreement: In the event that any provisions of this Agreement are held by any Court or by an Agency of the United States of America or of the State in which this Agreement is in force, to be in contravention of any law or laws or rulings that are presently in force or hereafter existing, such provisions shall be deemed to be void. In such event, however, no other provisions of this Agreement shall be deemed to be void.

5.8 Entire Agreement: This Agreement constitutes the entire understanding of the Advisor and the Participant, and may not be amended except by written instrument executed by the parties hereto.

## **SECTION VI - ARBITRATION**

6.1 Agreement to Arbitrate Disputes: Participant agrees that all disputes between Participant, its agents and Authorized Broker, and the Advisor, its agents, representatives or employees concerning any transaction resulting from, or the construction, performance or breach of this Agreement or any other agreement between Participant and Advisor, whether entered into prior to, on or subsequent to the date in the application, shall be determined by arbitration with and pursuant to the rules, then applying, of FINRA. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitration shall not constitute a waiver of any rights under this agreement except to the extent stated herein. Any arbitration proceeding between the parties hereto shall be held at the location at which the selected forum regularly conducts such proceedings, nearest to the Advisor's office carrying Participant's accounts. The award of the arbitrator or a majority of the arbitrators shall be final. Judgment on the award rendered may be entered in any state or federal court having jurisdiction.

6.2 Arbitration Disclosures: In connection with the arbitration agreement, the Advisor and Participant hereto understand that:

- ARBITRATION IS FINAL AND BINDING ON THE PARTIES.
- BY CONSENTING TO ARBITRATION THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL.

- PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- THE ARBITRATOR'S 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 ARBITRATOR IS STRICTLY LIMITED.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

**PARTICIPANT UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, PARTICIPANT IS NOT WAIVING ANY RIGHT PROVIDED BY THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED ("ACT"), INCLUDING THE RIGHT TO CHOOSE THE FORUM, WHETHER ARBITRATION OR ADJUDICATION, IN WHICH TO SEEK THE RESOLUTION OF DISPUTES.**

## **SECTION VII - DISCLOSURE DOCUMENTS**

7.1 The Participant hereby acknowledges receipt of the Advisor's Form ADV Part 2A Brochure.

## **SECTION VIII - TERMINATION**

8.1 Upon written notice to the Advisor within five (5) business days of entering into this Agreement, the Participant shall have the right of termination, subject to market fluctuation and shall be entitled to a rebate of any advisory fees paid.

8.2 Thereafter, the Participant has the right to terminate this Agreement at any time by written notice delivered to the Advisor, and termination shall take effect on the next business day following receipt by the Advisor of the written notice of termination. Fees shall be calculated on a pro-rated basis up to the effective date of the termination.

8.3 This Agreement may be terminated by the Advisor upon thirty (30) days written notice to the Participant, and fees shall be calculated on a pro-rated basis up to the effective date of the termination.

8.4 If applicable, any unearned prepaid fees will be refunded.

## **SECTION IX - REPRESENTATION**

9.1 The Advisor represents that it is registered as an investment adviser with the U.S. Securities and Exchange Commission and is subject to all provisions of the Act.

9.2 The Participant represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, the Participant represents that applicable law and governing documents authorize and permit this Agreement.

## **SECTION X - DEATH OR DISABILITY**

10.1 The death, disability or incompetence of Participant will not terminate or change the terms of this Agreement. However, in the event of the Participant's death, permanent disability or incompetence, Participant's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Advisor, pursuant to the same terms and conditions as termination by Participant set forth in Section IX herein.

**SECTION XI - ACCOUNT TYPE**

Please select all that apply:  403(b) (7)  Roth 403(b)(7)  457(b)  
 Roth 457(b)  IRA  Roth IRA  
 SEP IRA  Simple IRA  Inherited/Beneficiary

**SECTION XII - PARTICIPANT AND ADVISOR SIGNATURE AND ACCEPTANCE**

**IN WITNESS WHEREOF**, by their signatures set forth below, the Participant named below and Advisor have agreed that Advisor shall provide Participant with the Advisory Account services set forth herein and this Agreement shall be in full force and effect upon the date of acceptance by the Advisor in its administrative office at 11440 N. Jog Road, Palm Beach Gardens, FL 33418. The Advisor shall mail written acknowledgement of acceptance to Participant and this Agreement shall remain in full force and effect until termination by either party.

**The Participant acknowledges receipt of GWN’s Form ADV Brochure and the Investment Advisor Representative’s Form ADV 2B Supplement either by hand delivery or by electronic format. If receiving by electronic format please list email address below.**

\_\_\_\_\_  
Email Address

X \_\_\_\_\_  
Participant Signature                      Date

By: \_\_\_\_\_  
GWN Securities, Inc.                      Date

\_\_\_\_\_  
Print Participant Name