

## INVESTMENT SERVICES AGREEMENT

This Investment Services Agreement (“Agreement”) is between BeManaged (“we” and “us”), a Michigan corporation, and the Participant (“You”). The Agreement is effective as of the date you accept the Agreement below.

### Statement of Facts

First Person, Inc. (“Employer”) appointed us to be a fiduciary adviser and investment manager with regard to the First Person, Inc. 401K Profit Sharing Plan (“Plan”). This means that you can hire us to provide you with investment advice regarding your Account in the Plan (“your Account”), or can hire us to invest your Account. You are not required to hire us. You could hire someone else, or invest your Account without hiring anyone to help you.

### Agreement

We and you agree as follows:

- 1. Types of Service.** You hire us to provide the following service:
  - BeManaged Model Portfolio Management – You hire BeManaged to exercise limited discretionary authority over your funds that are invested in a BeManaged Model Portfolio.
  - BeAdvised – We provide investment advice, but you decide whether to implement the advice.
- 2. Additional Services.** BeManaged will also manage, or provide investment advice, for any additional retirement accounts (“Other Accounts”) for which Client seeks advice, limited to individual accounts owned by Client (i.e. IRA, 401(k), etc.). Other Accounts will be managed following the same investment objectives as Client’s funds within the Plan; as outlined by the Invest Policy Statement prepared for Client. BeManaged will operate in a fiduciary capacity when investing, or providing investment advice, for Participant’s Other Accounts.

Fees for the management of Other Accounts will follow the same schedule as Plan accounts. The fee schedule for Client accounts is described in Section 3 of this Agreement. Fees are cumulative, meaning clients fees are calculated on the entirety of Client’s retirement portfolio, and not calculated on an individual account-by-account basis. Management of any accounts of related persons to Client (i.e. Spouse, Child) will be treated as separate for purposes of fee calculations. All related accounts will follow the same fee schedule and maximum as Client.

- 3. Fees.** The fees for our services are the same for both the BeAdvised and BeManaged programs. These fees will be withdrawn from your Account quarterly according to the following fee schedule:

*Quarterly fee of 0.05% your Account’s market value, maximum fee per quarter \$150.00, maximum fee per year \$600.00.*



We will not receive compensation from any other source for the services we provide to you, or any compensation based upon the investment choices that are made.

Note: Under Sec. 102(b)(1) of the Uniform Securities Act 265 of 1964, we may not be compensated on the basis of the investment results.

4. **Representations by Us.** We represent that we are a registered investment adviser under the Investment Advisers Act of 1940.

With respect to your Account, we are a “fiduciary” under the Employee Retirement Income Security Act of 1974, as amended. We an “investment manager” with regard to the BeManaged Model Portfolio program. BeManaged complies with the requirements of ERISA §408(g).

5. **Information Client Provides.** You will complete and submit to us an accurate and completed Investor Profile. This Investor Profile provides important information regarding your risk tolerance.

We are entitled to rely on the financial information and other information you provide to us. You agree to inform us promptly in writing of any material change in your circumstances which might affect the manner in which your assets should be invested and to provide us with information that we reasonably request.

6. **Investment Policy Statement.** We will prepare an Investment Policy Statement for you. This Investment Policy Statement will provide guidelines for making investment decisions.

If the BeManaged option is selected, we will invest and reinvest your Account on your behalf as we deem appropriate, in our sole discretion, subject to the investment guidelines in the Investment Policy Statement.

7. **Liability.** It is understood that BeManaged shall act in good faith and shall not be liable for any loss incurred in connection with recommendations or investments made or other action taken on behalf of the Account due to errors of judgment or by reason of its advice, including action taken or omitted prior to a written notice of termination. BeManaged shall not be excluded from liability for losses occasioned by reason of its willful misfeasance, bad faith, or negligence in the performance of its duties, or by reason of its reckless disregard of its obligations and duties hereunder; provided however, that nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable federal or state law. BeManaged shall not be responsible for any loss incurred by reason of any act or omission of Client, a custodian, or any third-party.

8. **Risk Acknowledgment.** We do not guarantee the success of any investment decisions or strategy that we may use. You understand that investment decisions made for your Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Except as may otherwise be provided by law, we will not be liable to you for (i) any loss that you may suffer by reason of any investment decision made or other action taken or omitted by us if we acted with the care, skill, prudence, and diligence under the circumstance that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from our actions based upon your written or oral instructions; or (iii) any act or failure to act by the custodian or trustee of the Plan, or by any other third party.



9. **Other Investment Accounts.** You understand and accept that we are an investment adviser for other clients. You also understand and accept that we may give advice or take action in performing our duties to other clients or for our own account that may differ from advice given to or action taken for you. We are not obligated to buy, sell, or recommend for you any security or other investment that we may buy, sell, or recommend for any other client, or for our own account. Subject to our fiduciary obligation, this Agreement does not limit or restrict us in any way from buying, selling, or trading in any securities or other investments for our own accounts.
10. **Proxy Voting.** We do not vote proxies with respect to your investments.
10. **Custody.** If Client's funds are accessed via an individual username and password, BeManaged has been deemed to have custody of Client's Account pursuant to rule 206(4) of the Investment Advisers Act of 1940. In accordance with this rule, BeManaged must hold Client's funds with a "qualified custodian", as defined by Rule 206(4) and employ an independent third party accountant to verify the assets held in Client's Account. Client's Account funds will be held by the Empower as custodian. Additionally, BeManaged has employed a third-party, independent public accountant, to conduct yearly surprise examinations to monitor Client's funds.
11. **Confidentiality.** All information and advice furnished by either of us to the other shall be treated as confidential and shall not be disclosed to third parties, except as agreed in writing or as required by law.
12. **Termination.** Our authority under this Agreement remains in effect until the Agreement is terminated.
- You may terminate our services at any time by notifying us in writing. You will be entitled to a pro-rata refund of fees collected for services not yet provided. The refund will be paid within 30 days after we are notified of the termination. The refund shall be made by forwarding the refund to the Plan's record keeper for redeposit into your Account.
- We reserve the right to terminate this Agreement for non-payment of fees or any other reason upon written notice to you.
13. **Severability.** If any provision in this Agreement is invalid or unenforceable, the remainder of the Agreement will continue in effect.
14. **No Assignment of Agreement.** No assignment of this Agreement shall be made by one of us without the written consent of the other.
15. **Choice of Law.** To the extent not pre-empted by federal law, this Agreement is governed by the laws of the State of Michigan. Any dispute arising out of or relating to this Agreement, or any breach thereof, shall be settled by a court of competent jurisdiction in the State of Michigan. The cost of an action brought in court shall be borne among the parties as determined by the court.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us with respect to the investment of your Account. This Agreement can be amended only by a written document signed by both of us.



**17. Document Delivery.** By signing below, You acknowledges; (a) receipt of the information contained in U.S. Securities and Exchange Commission Form ADV Part 2A and 2B from BeManaged; (b) that delivering any ADV Part 2A and 2B does not imply the U.S. Securities and Exchange Commission has made recommendation of BeManaged; (c) that You have the right to terminate this Agreement, without penalty, within five business days from the date of entering into this Agreement; (d) receipt of BeManaged’s Privacy Policy as required by Regulation S-P; and (e) that the services provided to You by BeManaged are not exclusive to You and that similar services may be provided to other clients of BeManaged with different investment objectives.

**18. Electronic Delivery of Documents.** By marking the appropriate box below, the Client hereby acknowledges and consents to electronic delivery by BeManaged of all notices, disclosures, communications and documents, including but not limited to the delivery of the SEC Form ADV Part 2A and 2B, annual updates to SEC Form ADV, other regulatory communications, and any other communications or offering materials or documents which BeManaged may deliver, in the future, in accordance with applicable laws (“Communication” or collectively, “Communications”).

Email Address #1: \_\_\_\_\_

Email Address #2: \_\_\_\_\_

- Check this box if you consent to electronic delivery of notices, disclosures, communications and documents from BeManaged. NOTE: Unless notified in writing by the Client(s), BeManaged shall ONLY make electronic delivery to the email address(es) listed above.
- Check this box if you DO NOT consent to electronic delivery of notices, disclosures, communications and documents from BeManaged.

