



SOMMERS FINANCIAL MANAGEMENT

**144 S. 14th Street – P.O. Box 1552 - Saint Helens, Oregon 97051
(503) 397-1545 - www.sommersfinancial.com**

Automated Investment Management Agreement

Part I: Parties to the Agreement

This Agreement, upon being signed, is in effect between _____ (the client) and Sommers Financial Management, LLC. (SFM) Sommers Financial Management, LLC is an Oregon-based Independent Fee-Only Registered Investment Advisor. Sommers Financial Management, LLC is located at 144 S. 14th Street in St. Helens, Oregon. SFM can be contacted by phone at (503) 397-1545, or on the internet at www.sommersfinancial.com.

Part II: Services to be Provided

A. Outline of what SFM will provide the client

Under this Agreement, Sommers Financial Management (SFM) will provide the client with ongoing, supervisory and discretionary management of investment account(s) at TD Ameritrade. We will perform a risk tolerance assessment that gauges the client's tolerance for volatility, as well as assesses their investment objectives and goals.

Based on the results of this questionnaire, we will recommend a portfolio of investments that we will select based on our proprietary research. Sommers Financial Management will then execute all transactions on behalf of the client through the custodial broker, TD Ameritrade Institutional.

Sommers Financial Management will monitor the investments, and perform analysis of both the holdings and the asset allocation (percentage of the account(s) allocated toward each asset). If the allocations move outside of our pre-selected tolerance, we will re-balance back to the original goal allocation. On occasion, SFM will tactically remove and /or replace certain investments in the account(s) based on performance, cost, volatility, or the current economic environment as we deem appropriate for our clients.

B. Responsibilities

The Client:

- The client must complete an online questionnaire outlining their objectives and risk tolerance.
- The client must sign and complete the online application to open account(s) at TD Ameritrade Institutional.
- The client may also establish a pipeline from their bank account to their account(s) at TD Ameritrade Institutional for the purposes of making contributions or withdrawals to/from their investment account.
- The client must first read and agree to our Regulatory Brochure that outlines our business and any conflicts of interest.
- The client may provide a copy (upload) of a current investment statement if they wish to transfer funds from another investment account.
- The client may be required to complete and sign a transfer request form to transfer an existing investment account to the investment account established at TD Ameritrade Institutional and managed by Sommers Financial Management.
- The client must understand that investment returns due to market behavior are beyond the control of Sommers Financial Management, and that SFM cannot guarantee any level of performance or volatility.
- The client agrees to communicate with Sommers Financial Management if at any point the suggested investment portfolio does not meet the client's expectations for either performance and/or level of volatility, taking into consideration the current market conditions.
- The client agrees to have SFM's advisory fees deducted directly from their TD Ameritrade investment account.

Sommers Financial Management, LLC:

- SFM will provide the client with an investment risk tolerance assessment.
- SFM will provide account documents required by TD Ameritrade Institutional.
- SFM will provide an online portal in order to review your investments and the account(s) performance.
- SFM will monitor investment holdings, and transact on behalf of the client when allocations become out of balance.
- SFM will monitor investment holdings, and remove and/or replace investments inside the account as we deem appropriate.



SOMMERS FINANCIAL MANAGEMENT

144 S. 14th Street – P.O. Box 1552 - Saint Helens, Oregon 97051
(503) 397-1545 - www.sommersfinancial.com

Part III: Material Information Relevant to the Relationship

A. Compensation

Sommers Financial Management will charge a monthly advisory fee equal to 3 basis points (bps), or 0.03% (approximately 0.36% per year) of the account value. This advisory fee will be automatically deducted directly from the account at TD Ameritrade each month.

Sommers Financial Management, LLC, in addition to providing automated, online investment advice, also provides financial planning, customized investment portfolio management, an options trade ideas subscription service and bookkeeping/payroll for individuals and organizations. If for any reason the client chooses to utilize SFM for a service other than our automated investment management relating to this agreement, those services shall be paid for by the client according to the terms of the signed agreement(s) pertaining to those services.

B. Conflicts of Interest

Sommers Financial Management, LLC hopes that by providing this automated investment management program that we may earn the client's trust and business in regard to our other services. We would be happy to put together a comprehensive financial plan for our client assessing the potential success of their financial goals, while offering steps to improve the probability of meeting the client's objectives.

Sommers Financial Management, LLC does not sell any investment- or insurance-related products. SFM receives compensation from clients only; we receive no commissions from any service or product providers.

Part IV: Additional Information

This agreement is effective as of the date signed below and will last in duration until it is cancelled in writing by either party with 30-day written notice. To terminate the agreement, the client can provide a statement in writing to SFM outlining the client's wish to discontinue receiving our automated online investment management. SFM may terminate this agreement by a written statement to the client outlining that we will no longer provide automated online investment management to the client. You are encouraged to review the information contained in this disclosure form and Sommers Financial Management any questions you may have.

I hereby acknowledge the terms of this Agreement and the disclosures made above.

_____/_____
Client's Signature Date

_____/_____
Client's Signature Date

Client's Printed Name

Client's Printed Name



SFM Authorized Signature