
DISCRETIONARY ASSET MANAGEMENT AGREEMENT

This Investment Supervisory Agreement (the "Agreement") is made on ____ day of _____, ____ between the undersigned

CLIENT(s): _____ whose mailing address is _____

(hereinafter referred to as "you" or "your"), and HighPoint Advisor Group, LLC, a registered investment adviser, whose mailing address is 2001 Butterfield Road, Suite 1000, Downers Grove, IL 60515 (hereinafter referred to as the "us," "we," or "our").

1. Investment Supervisory Services. Subject to the terms and conditions of this Agreement, we shall provide you with discretionary investment management services ("Discretionary Investment Management Services") with respect to the specific assets and accounts (the "Assets" or the "Account") and in accordance with your investment needs, goals and objectives as set forth on Exhibit A. The details of the Discretionary Investment Management Services and related fees are set forth in Section 2 (below) and again on Exhibit A.

2. Scope of Engagement. When performing the Planning Services, we are not acting as your attorney or your accountant and none of the services rendered pursuant to this Agreement should be interpreted as legal or accounting advice. With respect to estate planning and tax planning, our role shall be the liaison between you and your appointed legal and accounting advisers. If you do not currently have a professional legal or accounting adviser, we recommend that you seek the advice of a qualified attorney and accountant.

You hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over your Account to buy, sell, or otherwise effect investment transactions involving the Assets. We are authorized, without your prior consultation, to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds, and other securities and/or contracts relating to the same, on margin (only if a separate written margin authorization has been granted), including investing Assets in short-term money-market instruments when we deem necessary, and to give instructions in furtherance of such trading authority to the broker-dealer of the Account ("Broker-Dealer") and the custodian of the Assets ("Custodian").

3. Management Fee. Our fee for the Investment Supervisory Services provided under this Agreement shall be an asset based fee calculated as a percentage of the market value of the Household Assets managed (collectively referred to as "Management Fee"). The specific details of the fee arrangement are described on the fee schedule attached hereto as Exhibit A. The asset based fee shall be prorated and paid quarterly, in advance, based upon the market value of the Household Assets, including cash, on the last day of the previous quarter as valued by the Custodian. The asset based fee for the initial quarter shall be calculated on a pro rata basis commencing on the day the Household Assets are initially designated to us for Investment Supervisory Services under this Agreement. No portion of the asset based fee is calculated on the performance of the Account. No increase in the Investment Supervisory Fees shall be effective without prior written notification to you.

You hereby direct and authorize us to invoice the Custodian for the Investment Supervisory Fee (the "Fee Statement") and direct and authorize the Custodian to deduct the amount stated in the Fee Statement from one or more of your Accounts. You also direct, and authorize us to instruct the Custodian to send you a statement, at least quarterly, indicating all amounts disbursed from your Accounts including the Investment Supervisory Fee paid from the particular Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the Investment

Supervisory Fee and that the Custodian will not determine whether the Investment Supervisory Fee is accurate or properly calculated.

You may make additions to and withdrawals from the Account at any time, subject to our right to terminate an Account. If Assets are deposited into or withdrawn from an Account after the inception of a quarter the Management Fee payable with respect to the Assets will not be prorated based on the number of days remaining in the quarter. Clients may withdraw Assets from the Account by providing us with notice. All withdrawals are subject to customary securities settlement procedures.

In addition to our Investment Supervisory Fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account which shall be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

4. Custodian. We shall not maintain physical custody of your Assets; rather your Assets will be held in the custody of a Custodian meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Advisers Act. We are authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Assets. The fees charged to you by the Custodian are exclusive of, and in addition to, the Investment Supervisory Fee and other charges, discussed herein.

5. Risk Acknowledgement. Our investment decisions and recommendations are based upon our professional judgment. We do not guarantee the results of any of our investment decisions or recommendations, the future performance of your Assets or Accounts, any specific level of performance, the success of any Independent Manager, investment decision, strategy or recommendation made by an Independent Manager, or the overall success of the Account. You understand that our investment decisions and recommendations for your Account, as well as the investment decisions of any Independent Manager are subject to various markets, currency, economic, political and business risks, and that such investment decisions and recommendations will not always be profitable.

6. Consent to Electronic Delivery. You hereby agree to receive (i) statements, reports and all other communications relating to your portfolio, accounts and assets including monthly and quarterly reports, information, and (ii) all communications relating to us (including the ADV Part 2, Privacy Notice and any other communication required under the Investment Advisers Act of 1940, as amended or otherwise) (collectively, the "Informational Documents") in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by you below, or over

a private internet site, in lieu of or in addition to sending such Informational Documents as hard copies via facsimile or mail. If the Informational Documents are made available over the internet, you may be notified of their availability through an e-mail sent to the e-mail address provided by you.

You acknowledge that an e-mail from us is not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. We give no warranties in relation to these matters. Please note that we reserve the right to intercept, monitor and retain e-mail messages to and from our systems as permitted by applicable law. If you have any doubts about the authenticity of an e-mail purportedly sent by us, its affiliate or authorized service provider, you should contact the purported sender immediately.

You agree that you will be solely responsible for notifying us in writing of any change in your e-mail address and that we may not seek to verify or confirm your e-mail address as provided. You understand that you may revoke this consent at any time by notifying us in writing. You may also request delivery of a paper copy of an Informational Document by contacting us.

Do you consent to the sending of Informational Documents in electronic form, at our discretion, in lieu of a separate mailing of paper copies until such time as you no longer have the right to receive Informational Documents or you revoke this consent in writing?

Yes No

If yes, please send communications to the following e-mail address(es):

7. Adviser Liability. Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, (c) any act or failure to act by the Custodian, any Broker-Dealer to which transactions for the Account are directed, or by any non-party, or (d) any loss that you may suffer by reason of any decision made or other action taken by any Independent Manager. 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 you may have under those laws.

8. Proxies. Unless otherwise agreed in writing, we will not be required to take any action, or render any advice, with respect to the voting of proxies for securities held by you.

9. Reports. We will provide you with a report that may include such relevant Account and/or market related information such as an inventory of account holdings, in-flow and out-flows, and fees on a quarterly basis. You will also receive an annual report including performance related information. In addition, you will receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian.

10. Non-Exclusivity. You acknowledge and understand that we shall be free to render Investment Supervisory advice to others and that we do not make our services available exclusively to you. We may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment

would be in the best interest of the Account.

11. Notices. Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). Except for decisions regarding the purchase or sale of specific investments, all of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction from you unless and until we have been advised in writing of changes thereto.

12. Assignment. Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

13. Confidentiality. Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

14. Receipt of Disclosures. You hereby acknowledge receipt of our Privacy Notice and a copy of our written disclosure statement on Part 2 of Form ADV or a brochure otherwise meeting the requirements of Rule 204-3 of the Advisers Act. We will deliver Part 2 or a Summary of Material changes annually.

15. Arbitration. Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

You understand that this Agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

16. Death or Disability. If you are a natural person, your death, incapacity, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

17. Client Representations and Warranties. You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. If you are an entity (e.g., corporation, partnership, limited liability company, or trust), this Agreement has been duly authorized by the appropriate corporate or other action and when so executed and delivered shall be binding in accordance with its terms. You agree to promptly deliver such corporate resolution or other action authorizing this Agreement at our request.

You acknowledge that you have provided us with the information set forth on the Client Profile and represent that such information is a complete and accurate representation of your financial position and of your investment needs, goals, objectives, and risk tolerance at the time of entering into this Agreement and warrant that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You agree to execute any other agreements with broker-dealers, custodians, or other service providers we deem necessary in

connection with this Agreement in a timely manner. You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers. You acknowledge that we are authorized to rely upon any information received from such attorney, accountant, or other professional adviser and are not required to verify the accuracy of the information.

18. Retirement or Employee Benefit Plan Accounts. This section applies to Accounts that are part of a pension or other employee benefit plan (a “Plan”) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

If any of your Assets are in held in a Account identified as a “Qualified Account” and we accept appointment to provide Management Services or Advisory Services to such Qualified Account, we acknowledge that we shall be a “fiduciary” within the meaning of Section 1002(21) of ERISA (but only with respect to the provision of Management Services or Advisory Services described in Section 2 of this Agreement with respect to Qualified Accounts). We represent that we are registered as an investment adviser and duly qualified to manage or provide advisory services to Plan assets under applicable regulations.

You represent that (i) our appointment and services are consistent with the Plan documents, (ii) you have furnished us true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain us, (iii) you agree to provide us with a list of persons or entities which are considered a “disqualified person,” as that term is defined in Section 4975 of the Internal Revenue Code, as amended, or a “party in interest,” as that term is defined in Section 3(14) of ERISA, and (iv) if you have directed us to use a Directed-Broker, we are unable to seek best execution for transactions in the Qualified Account and you may pay higher brokerage fees than if we were authorized to direct transactions to another broker-dealer that could provide best execution. You further represent that you will promptly furnish us with any amendments to the Plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only with our prior written consent. If the Qualified Account contains only a part of the Plan assets, you understand that we will have no responsibility for the diversification of all of the Plan’s investments, and we will have no duty, responsibility or liability for your Plan assets that are not in the Qualified Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, you will obtain and maintain at your expense bonding that satisfies this requirement and covers us and any of our affiliates.

19. Entire Agreement. This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

20. Waiver. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

21. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state

or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

22. Terms of Agreement and Termination. By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party in writing as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to this Section 21. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives.

You shall have five (5) business days from the date of execution of this Agreement to terminate our services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other, which written notice must be manually signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action. If you terminate this Agreement after the commencement of a calendar quarter billing period, the unearned portion of the Asset-Based Fee will be promptly refunded.

23. Governing Law, Venue, and Jurisdiction. To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Illinois without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Illinois and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

25. Section or Paragraph Headings. Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

Client Signature

Client Signature

Date

Date

HighPoint Advisor Group, LLC

Advisor: _____

Authorized Signature

DBA Office: _____

Date

Advisor Rep ID: _____

ASSET BASED FEES FOR INVESTMENT SUPERVISORY SERVICES

We shall provide the services described in the Investment Supervisory Agreement for the account(s) listed below for an annual fee, based upon the following fee schedule:

Annual Asset management fees range from 0.50% to 2.20%.

Account Number	Fee Rate	Fee Check	Investment Objective*	IO Check	Client Initials
	%				
	%				
	%				
	%				
	%				
	%				
	%				
	%				

As discussed in the Agreement, the asset based fee is billed on a quarterly basis in, advance, based upon the market value of the Assets, including cash, on the last day of the previous quarter as valued by the Custodian. Please list Investment Objective for each individual account, noting one of the abbreviations below:

- AG Aggressive Growth** **GWI Growth with Income** **ICP Income with Capital Preservation**
G Growth **IMG Income with Moderate Growth**

Investment Time Horizon	Overall Household Financial Objective																						
The portfolio should be structured to meet financial objectives over a period of: <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 7 years <input type="checkbox"/> 8 to 10 years <input type="checkbox"/> more than 10 years (____ yrs)	Which one of the following best describes your collective attitude towards all of your household investments over your investment time horizon? <i>(Please initial in the space provided)</i> ____ ____ My primary goal is capital preservation and my secondary goal is income generation . I am willing to accept a low level of fluctuation in my portfolio value. My investment objective is income with capital preservation . ____ ____ My primary goal is capital preservation and my secondary goal is capital growth . I am willing to accept a low level of fluctuation in my portfolio value. My investment objective is income with moderate growth . ____ ____ My primary goal is capital growth and my secondary goal is capital preservation . I am willing to accept a moderate level of fluctuation in my portfolio value. My investment objective is growth with income . ____ ____ My goal is capital growth . I am modestly concerned with the level of fluctuation in my portfolio. My investment objective is growth . ____ ____ My only goal is aggressive capital growth . I am not concerned with the level of fluctuation in my portfolio value. My investment objective is aggressive growth . <input checked="" type="checkbox"/> While this section represents my overall household financial objective, my individual account investment objectives are best represented in the table above																						
Income Needs																							
How much of this portfolio is required as current income? <input type="checkbox"/> No need for current income <input type="checkbox"/> Less than 2% per year <input type="checkbox"/> 2% to 4% per year <input type="checkbox"/> Greater than 4% (____%)																							
Risk Attitude																							
The graph below represents your attitude towards risk with respect to the assets you are placing under our management. You understand and accept that any one component of your portfolio may be more or less volatile or aggressive than the entire portfolio. <i>Circle the most appropriate number.</i>																							
<table border="1"> <tr> <td style="text-align: center;">0</td> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> <td style="text-align: center;">7</td> <td style="text-align: center;">8</td> <td style="text-align: center;">9</td> <td style="text-align: center;">10</td> </tr> <tr> <td colspan="3" style="text-align: center;">Low Volatility</td> <td colspan="4" style="text-align: center;">Medium Volatility</td> <td colspan="4" style="text-align: center;">High Volatility</td> </tr> </table>	0	1	2	3	4	5	6	7	8	9	10	Low Volatility			Medium Volatility				High Volatility				
0	1	2	3	4	5	6	7	8	9	10													
Low Volatility			Medium Volatility				High Volatility																
Represents lower volatility than the broad equity market. Often requires a position in cash, bonds, and treasuries that could be significant at time to protect capital. Returns will be expected to be lower than equity markets.	The broad equity market is represented by the S&P 500 and indicates a stock portfolio generally invested in stocks with larger capitalization.																						
Represents higher volatility than the broad equity market. Often requires a position in smaller stock, emerging market securities or alternative investments. You would expect a premium on your return for the additional risk.																							

Client Acknowledgement:

Client Initials -	Date	Client Initials	Date