

DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

This Discretionary Investment Management Agreement (“Agreement”) is entered into as of _____ (“Effective Date”) by and between _____ (“Client”) whose mailing address is _____ and email address is _____ and Regent Peak Wealth Advisors, LLC, a registered investment adviser, whose mailing address is ~~600-200~~ Galleria Parkway, SE Suite ~~850~~ 1175, Atlanta, GA 30339 (“Adviser”). Client and Adviser are collectively referred to herein as the “parties”.

The parties agree as follows:

1. **Services.** Client appoints Adviser as an Investment Adviser to provide the advisory services described in this section (the “Services”), and Adviser accepts such appointment upon the following terms and conditions.
 - a. Client authorizes Adviser to invest and reinvest those assets designated by Client from time to time to be subject to Adviser’s management (which assets, together with all additions, substitutions, and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”). Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets, appoints Adviser as its attorney-in-fact, and grants Adviser limited power of attorney and discretionary trading authority over the Assets to buy, sell, and otherwise effect investment transactions related to the Assets. Client authorizes Adviser, without prior consultation or consent, to: (i) buy, sell, trade, exchange, and otherwise effect transactions with respect to the Assets in and among securities and other investments; (ii) allocate the Assets among Third-Party Managers (as defined below); (iii) receive any communications related to any investment transactions on behalf of the Client; and (iv) give instructions in furtherance of the authority granted herein to third parties, including, without limitation, any broker-dealer, custodian, or Third-Party Manager.
 - b. Where requested by Client, Adviser will also provide investment recommendations or advice related to Assets held away from the primary custodian. However, in many circumstances, Adviser will not be able to provide discretionary investment management services related to such Assets because of the custodial arrangements. In such circumstances, Adviser will not be responsible for implementing any of its investment recommendations or advice, and Client will be solely responsible for accepting or rejecting Adviser’s investment recommendations and advice and implementing any such investment recommendations or advice.
 - c. Notwithstanding the foregoing, Adviser will not provide any investment advisory services whatsoever with respect to the assets described in **Exhibit C** to this Agreement.
 - d. Adviser will manage the Assets in accordance with Client’s financial circumstances, investment needs, goals, objectives, risk tolerance, time horizon, and investment guidelines or restrictions as described in **Exhibit A** or as otherwise furnished to Adviser by Client in

writing from time to time (“Financial Needs”). Unless the Client has advised the Adviser otherwise, in writing, there are no restrictions that the Client has imposed upon the Adviser with respect to the management of the Assets. If the Account contains only a portion of the Client’s total assets, Adviser will only be responsible for those assets that the Client has designated to be the subject of the Services under this Agreement without consideration to those additional assets not so designated by the Client.

- e. Client agrees to provide accurate, complete, and up-to-date information relating to the Client’s Financial Needs and to promptly update Adviser should there be any changes to such information. Client also agrees to respond to any communications and requests from Adviser in a timely fashion. Client acknowledges that Adviser cannot effectively perform the Services unless Client fulfills its responsibilities under this Agreement.
- f. Client authorizes Adviser to disclose information to and communicate with Client’s attorneys, accountants, and other professionals to facilitate Adviser’s performance of the Services or as otherwise requested by Client.
- g. The Client acknowledges and understands that the Services are limited to the investment advisory services described above and do not include financial planning or other services not explicitly described in this Agreement unless **Exhibit D** is attached to this Agreement.

2. Third-Party Managers. Client authorizes Adviser, without prior consultation, consent, or approval, to delegate the management of all or part of Client’s Assets to one or more sub-advisers, other investment managers, or investment management programs (“Third-Party Managers”). Third-Party Managers may be hired under separate written agreements and may charge fees in addition to Adviser’s Fee (as described below). Client agrees to execute the agreements Adviser delivers to Client, if any, in a timely manner. The Third-Party Managers will have limited power-of-attorney and trading authority over those Assets Adviser directs to them for management. Third-Party Managers will be authorized to invest and reinvest the Assets delegated for management in accordance with Client’s Financial Needs and to give instructions to third parties related to such authority. In addition, at Adviser’s discretion, Adviser may grant such Third-Party Managers full authority to further delegate such discretionary investment authority to other Third-Party Managers. Adviser may terminate or switch Third-Party Managers when, in its sole discretion, it believes such action is appropriate for Client.

3. Compensation. In consideration for the Services to be provided by Adviser, Client will pay to Adviser the fee (“Fee”) described in **Exhibit B**, in accordance with the terms contained therein. Client authorizes Adviser to deduct its fees (and the fees to be paid to Dynasty Financial Partners, LLC for back office and operational services and fees to be paid to Third-Party Managers) directly from the accounts where such Assets are held. Client is responsible for verifying the calculation of any fees to ensure accuracy; the custodians will not do so. In addition to the Fees, other parties will impose additional fees and charges which include, as

applicable, platform and other fees to be paid to Dynasty Financial Partners for back office and operational services, fees charged by Third-Party Managers, brokerage commissions, mark-ups and mark-downs on fixed-income transactions, other transaction costs and expenses, fees and expenses charged by mutual funds and exchange traded funds (including, without limitation, transaction costs, 12b-1 fees, and sales charges), fees imposed by variable annuity providers, margin costs (if applicable), account maintenance fees, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees.

4. **Custodian.** The Assets will be held by one or more custodians unaffiliated with Adviser.
5. **Trade Aggregation.** Client authorizes Adviser to aggregate or “batch” orders for the purchase or sale of securities for Client’s Account with those for other clients. Any such trade aggregation will be conducted in accordance with the Adviser’s trade aggregation policy described in the Adviser’s Form ADV Part 2A disclosure brochure and applicable securities laws.
6. **Directed Brokerage.** The Client may direct Adviser to use a particular broker-dealer to execute some or all transactions for the Account (subject to Adviser’s right to decline and/or terminate the engagement). In such event, Client will negotiate terms and arrangements for the Account with that broker-dealer, and Adviser will not seek better execution services or prices from other broker-dealers or be able to “batch” Client transactions for execution through other broker-dealers with orders for other accounts managed by Adviser. As a result, the Client acknowledges that such direction may cause the Account to incur higher commission or transaction costs than the Account would otherwise incur had the Client chosen to arrange for execution of Account transactions through other brokerage arrangements available through Adviser.
7. **Risk Acknowledgment.** Adviser does not guarantee any specific level of performance for the Account, the success of any investment strategy or investment recommendation, or the success of Adviser’s management of the Account. Client acknowledges that the performance of the Account is subject to various market, currency, economic, political, and business risks, and that Adviser’s investment decisions will not always be profitable.
8. **Client Instructions.** Client agrees to provide all directions, instructions, and/or notices to Adviser in writing. Adviser will be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein. Client acknowledges that Adviser is not required to verify the accuracy of any instructions, directions, or notices provided by Client.
9. **Adviser Liability.**
 - a. ~~To the fullest extent permitted by law, none of Adviser or its owners, officers, employees, representatives, agents, and affiliates (collectively, “Affiliates”) will be liable for any obligations, costs, fees, losses, liabilities, claims, judgments, actions, damages, and expenses, including but not limited to attorneys’ fees, expenses, and court costs (“Losses”)~~

~~paid, suffered, or incurred by any party arising directly or indirectly out of (i) any act or omission of the Adviser or any of its Affiliates in performing the Services hereunder; provided that Adviser has not acted with gross negligence, willful misconduct, or bad faith; or (ii) any act or omission of any professionals or service providers recommended to the Client by Adviser, including, without limitation, any broker-dealer, custodian, attorney, accountant, insurance agent, or any other professional; provided that Adviser exercised reasonable care in recommending such professional or service provider to the Client.~~

~~b. If, during the term of this Agreement, the Adviser purchases specific individual securities for the Account at the direction of the Client (i.e. the request to purchase was initiated solely by the Client), the Client acknowledges that the Adviser shall do so as an accommodation only, and that the Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the Client further acknowledges and agrees that the Adviser shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any reports prepared by Adviser.~~

~~c. The Client acknowledges that investments have varying degrees of financial risk, and that Adviser shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the Client's Financial Needs.~~

~~d. The Client further acknowledges and agrees that Adviser shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the Client's predecessor advisors/custodians to the Accounts to be managed by the Adviser) resulting from: (i) securities purchased by Client's predecessor advisor(s); (ii) the sale by Adviser of securities purchased by the Client's predecessor advisor(s) subsequent to completion of the Account transition process; and (iii) any account transfer, closing, or administrative charges or fees imposed by the previous broker-dealer/custodian.~~

e.a. Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, acts of terrorism, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

f.b. Notwithstanding the foregoing, the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws.

g.c. This provision will survive termination of this Agreement.

10. Indemnification.

- a. To the fullest extent permitted by law, Client will defend, indemnify and, hold Adviser and its Affiliates harmless from all Losses paid, suffered, incurred, or sustained by Adviser or its Affiliates arising out of or in connection with (i) any misrepresentations or omissions made by Client in this Agreement; (ii) any inaccuracies in the information that Client provides to Adviser, or any instructions that Client provides to Adviser in connection with Client's Assets; ~~(iii) any act or omission of the Adviser or any of its Affiliates in performing the Services hereunder; provided that Adviser has not acted with gross negligence, willful misconduct, or bad faith;~~ and (iii) any act or omission of any professionals or service providers recommended to the Client by Adviser, including, without limitation, any broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional; provided that Adviser exercised reasonable care in recommending such professional or service provider to the Client.
- b. Notwithstanding the foregoing, the federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client may have under any federal or state securities laws.
- c. This provision will survive termination of this Agreement.

11. Non-Exclusivity. Adviser may render investment advice to others. Adviser and its Affiliates may take the same or similar positions in specific investments for its other Clients' and its own accounts, as Adviser does for Client. Adviser has no obligation to purchase or sell, or to recommend for purchase or sale, any security which Adviser or its Affiliates may purchase or sell for Adviser's other Clients' and Adviser's or its Affiliates' own accounts.

12. Representations.

- a. Client represents that it has 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 Client is subject or bound, whether arising out of contract, operation of law, or otherwise. If Client is an entity, this Agreement has been duly authorized by appropriate entity action and when executed and delivered will be valid and binding in accordance with its terms. At Adviser's request, Client will promptly deliver a corporate resolution or other action authorizing this Agreement.
- b. Client represents that the terms of this agreement do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise.
- c. Client represents that all information relating to Client's Financial Needs, as relayed by Client from time to time, is and will be a complete and accurate representation of Client's

financial position and Financial Needs. Client will promptly inform Adviser in writing if and when such information becomes incomplete or inaccurate. Client will provide Adviser with any other information and documentation that Adviser may request in connection with this Agreement or related to Client's Financial Needs. Client acknowledges that Adviser is not required to verify the accuracy of the information provided by Client.

- d. Client represents that it has been provided a copy of: (i) the Adviser's Form ADV Part 2A disclosure brochure (which describes the Adviser's services and compensation as well as risks and conflicts of interest associated with the services provided by Adviser); (ii) Adviser's Form ADV 2B disclosure brochure supplements (which contain information relating to the employees who will provide advisory services on Client's behalf); and (iii) Adviser's privacy policy notice (which describes Adviser's policies relating to the sharing and protection of Client's nonpublic information). Client represents that it has had an opportunity to review such documents and the opportunity to ask Adviser any questions Client has relating to such documents.

13. Proxies. 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 receive any written or electronic proxy materials, we will forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we will forward any electronic solicitations to vote proxies.

14. Adviser will be responsible for directing the manner in which proxies solicited by issuers of securities beneficially owned by Client will be voted and making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings, or other types of events pertaining to the Assets. Client authorizes Adviser to delegate some or all functions associated with proxy voting to third parties.

15. Retirement Accounts. This Section applies if Adviser (including its individual adviser representatives) provide investment management services or investment advice, within the meaning of ERISA Regulation 2510.3-21(a), with respect to any Client Assets that are held in an account that is part of an employee benefit plan described in section 3(3) of the Employee Retirement Income Security Act (an "ERISA Account"); held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), or held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), (each, a "Retirement Account" and collectively, "Retirement Accounts"). Client acknowledges the following with respect to such investment management services or investment advice:

- a. The Services are authorized under the governing documents for such Retirement Accounts.

- b. Client acknowledges that Adviser's investment selection will be limited to the investment alternatives provided under the governing documents of such Retirement Accounts.
- c. If Adviser is providing discretionary investment management services with respect to Assets in Client's ERISA Account, then Client hereby appoints Adviser as an "investment manager" as defined in Section 3(38) of ERISA with respect to the ERISA Account Assets, and Adviser hereby accepts the appointment and agrees to provide investment management services for the ERISA Account.
- d. In performing the Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee or the administrator, and Adviser does not have discretion to interpret the Retirement Account governing documents, to determine eligibility or participation under the Retirement Account, or to take any action with respect to management (except as described in this Agreement), administration or other aspect of the Retirement Account.
- e. Adviser does not reasonably expect to receive any compensation, direct or indirect, for the Services other than the compensation described herein. If Adviser does receive any other compensation for the Services, Adviser will: (i) offset that compensation against Adviser's stated fees, and (ii) disclose to Client the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of Adviser's arrangement with the payer.
- f. In the case of an ERISA Account, in the event the Plan sponsor will not permit Adviser direct access to the Retirement Account Assets to effect Plan transactions, Client acknowledges and understands that: (i) Adviser will not receive any communications from the Plan sponsor or custodian, and it shall remain Client's exclusive obligation to notify Adviser of any changes in investment alternatives and restrictions pertaining to the Retirement Account Assets; and (ii) Adviser shall not be responsible for any Losses resulting from Client's failure to so notify Adviser.
- g. Client independently made the decision to enter into this Agreement and Client was not influenced by Adviser's status as a service provider under any other agreement.
- h. Client acknowledges that Adviser acts as "fiduciary" within the meaning of Section 3(21)(A) of ERISA and/or Section 4975(e)(3) of the Code, as the case may be, with respect to the provision of the Services to Retirement Account assets.
- i. Client acknowledges that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c) (with respect to the provision of investment management services or investment advice to an ERISA Account), which disclosures Client has received reasonably in advance of entering into this Agreement.

16. Client Conflicts. If this Agreement is between Adviser and related Clients (i.e. spouses, life partners, etc.), the Services will be based upon the joint goals communicated to the Adviser.

Adviser will be permitted to rely upon instructions from either party with respect to the Assets unless and until such reliance is revoked in writing to Adviser. Adviser shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

17. Death or Disability. If Client is a natural person, Client's death, disability or incompetence will not change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving Adviser proper written notice. Client acknowledges that the death of Client may cause the custodian to freeze activity in the Client's Account, and therefore, Adviser may not have the ability to take actions with respect to the investment of Assets in the Account following the Client's death until custodian re-authorizes Adviser to engage in such trading activity.

18. Authorized Contact Person. In the event Adviser is unable to reach Client or Adviser has reasonable concerns about Client's health, well-being, safety, or matters related to diminished mental capacity or potential elder abuse, Client authorizes Adviser, by initialing below, to contact the person designated below (the "Authorized Contact Person") and to disclose information about Client and the Account (which could include nonpublic information) so that Adviser may confirm, among other things, Client's current contact information, health status, and the identity of any legal guardian, executor, trustee, or holder of Power of Attorney. Adviser will only contact the Authorized Contact Person if Adviser believes, in its sole discretion, that it is necessary for Client's protection or the protection of Client's Account. Client agrees to defend, indemnify and hold Adviser and its Affiliates harmless from all Losses that arise out of any decision to contact the Authorized Contact Person as well as any action Adviser takes to contact the Authorized Contact Person and to disclose any information about Client or Client's Account to the Authorized Contact Person unless such decision or action was the result of gross negligence, willful misconduct, or bad faith. Client acknowledges that this consent is voluntary and will remain in effect indefinitely unless Client revokes it. Client may revoke this consent at any time by informing Adviser in writing at Adviser's address listed above. Client can withdraw its consent, but doing so will not affect the legal effectiveness, validity, or enforceability of any action Adviser has previously taken in reliance on Client's previously granted consent.

Name of Authorized Contact Person:

Mailing Address and Phone Number of Authorized Contact Person:

[Street Address]

[City, State, Zip Code]

[Phone Number]

Client Initials: _____

19. Diminished Capacity and Financial Exploitation.

- a. Client hereby expressly grants the Adviser permission to report to the state securities regulator and/or state adult protective service where Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred.
- b. Upon reasonable belief of Client exploitation or Client's diminished capacity, Client understands and acknowledges that Adviser may impose an initial delay of disbursements from Client's accounts) for up to fifteen (15) business days if Adviser has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay may be extended for an additional time period at the request of either an authorized state securities regulator or state adult protective services. In such event, Adviser reserves the right to seek the guidance of the appropriate judicial authority through a declaratory judgment action or like proceeding to determine the appropriate distribution or lack thereof of the Client's Account. Adviser also reserves the right to fully liquidate Client's Account and deliver the proceeds into the registry of any appropriate court. All reasonable costs of any such actions shall be borne by the Client's Account.

20. Reports. The broker-dealer or custodian of the Assets will be responsible for sending confirmations of each transaction executed for the Assets and a brokerage statement no less than quarterly to Client directly. From time to time, Adviser may also send Client reports describing the performance of the Account. Adviser recommends that Client compare and verify the information in Adviser's reports with the information on the statements Client receives directly from the custodian.

21. Term and Termination. This Agreement will continue indefinitely unless terminated in writing as provided below. This Agreement may be terminated at any time upon receipt of written notice to terminate given by either party to the other. The notice should include instructions as to whether the Assets should be liquidated or transferred. The termination of this Agreement will be effective on the date that the Adviser has been notified by the custodian that a transfer of Client assets has been initiated (the "Termination Date"). The termination of this Agreement will not affect: (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before the Termination Date; or (c) Client's obligation to pay Adviser fees (pro-rated through the Termination Date). Following the Termination Date, Adviser will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the Account. Upon termination of this Agreement, Client will pay to Adviser any outstanding fees, and Adviser will refund any unearned fees to Client.

22. Assignment. This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940, as amended ("Advisers Act")) by either Client or Adviser without the prior

consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

- 23. Notices.** Any notice or other communication given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its mailing or email address listed above (or to a substitute address properly provided in writing). It is Client's responsibility to immediately review all communications, including emails, and to advise Adviser of any discrepancies.
- 24. Electronic Delivery.** Client agrees to receive certain communications from Adviser electronically (including, without limitation, Adviser's Form ADV Part 2A disclosure brochures, Form ADV Part 2B brochure supplements, privacy policy notices, invoices, account statements, and reports): (a) via e-mail, (b) by access to a web site that Adviser will designate in an e-mail notice Adviser sends to Client at the time the information is available, or (c) to the extent permissible by law, by access to a website that Adviser will generally designate in advance for such purpose. Client acknowledges that certain communications that Adviser sends will only be delivered electronically, and no paper copies will be delivered. By sending or receiving sensitive or confidential electronic communications, Client accepts the risks and possible lack of confidentiality over the Internet. Client agrees to hold Adviser and its Affiliates free from any Losses related to or arising from the delivery of electronic communications. Client's consent will remain effective indefinitely unless Client revokes it. Client may revoke its consent to electronic delivery at any time by informing Adviser in writing at Adviser's address listed above. Client can withdraw its consent to electronic delivery but doing so will not affect the legal effectiveness, validity, or enforceability of the electronic documents that were provided to Client before Client's withdrawal became effective. If Client withdraws consent for electronic delivery, Adviser will provide documents to Client using a physical mail service to the extent that paper copies of such communications will be delivered.
- 25. Arbitration.** Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement that cannot be resolved by mediation, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Adviser and Client understand that such arbitration will be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Each party will bear its own expenses, including legal and accounting fees, with regard to the arbitration. For injunctive relief, it is agreed that any court of competent jurisdiction may also entertain an application by either party. Any award of the arbitrators shall be final and binding, subject only to such right of review that may lie under applicable state or federal law. In the event of any court proceeding to challenge or enforce an arbitrator's award, the parties hereby consent to the exclusive jurisdiction of the state and federal courts in Cobb County in the State of Georgia and agree that such courts are not an inconvenient forum. Any costs involved in enforcing the arbitration award shall be fully assessed

against and paid by the party resisting enforcement of the award. Client hereby agrees that the existence of any such arbitration as well as any decision, award or settlement and the terms thereof shall be confidential and shall not be disclosed to any third party except as required by law, to Client's immediate family and to Client's tax, accounting, and legal advisors, provided that Client secures the agreement of such individuals to keep such information confidential. To the extent any award is subject to confirmation or vacatur proceeding, Client agrees to seek permission to file it under seal. The parties hereby agree that this arbitration clause shall be governed by and construed under the Federal Arbitration Act. Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client acknowledges and agrees that, in the specific event of nonpayment of any portion of Adviser's Fees, Adviser, in addition to the aforementioned arbitration remedy, will be free to pursue all other legal remedies available to it under law and will be entitled to reimbursement of reasonable attorney's fees and other costs of collection. This agreement to arbitrate does not constitute a waiver of Client's right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

26. Entire Agreement. This Agreement (including any exhibits) constitutes the entire agreement between the parties and supersedes all understandings, agreements (oral and written), and representations with respect to the subject matter of this Agreement. Any reference to an exhibit in this Agreement will be to the exhibit, as amended and restated from time to time. Neither party has made or relied on any representation, inducement, or condition not in this Agreement.

27. Amendments. The Adviser may amend this Agreement upon written notification to the Client. Unless the Client notifies the Adviser to the contrary, in writing, the amendment will become effective thirty (30) days from the date of delivery.

28. Governing Law/Venue. Except for the Section entitled Arbitration, which will be governed by the Federal Arbitration Act, to the extent permitted by law, this Agreement and any dispute, disagreement, or issue of construction or interpretation whether relating to its execution, its validity, the obligations provided herein, or performance will be governed by the internal laws of the State of Georgia (the "Governing Jurisdiction") without regard to choice of law considerations. 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 will be brought and determined in the appropriate federal or state court in the Governing Jurisdiction 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 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. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Adviser and Client will be Cobb County, State of Georgia.

- 29. No Waiver.** No failure by Adviser to exercise any right, power, or privilege will operate as a waiver thereof. No waiver of any breach of this Agreement by Client will be deemed to be a waiver of any subsequent breach.
- 30. Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction
- 31. Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be by physical, facsimile, or electronic signature.
- 32. Section Headings.** Section headings have been inserted for reference only and will not be deemed to limit or otherwise affect, in any manner, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement.

EXHIBIT A: Client Information

General Information			
Primary Client Name	Primary Client's SSN # / Tax ID #	Primary Client's Date of Birth	
Secondary Client Name	Secondary Client SSN # / Tax ID #	Secondary Client Date of Birth	
Relationship	E-mail address		
Mailing Address	Cell Phone		
City, State, Zip	Business Phone		
Legal Address	Fax Number		
Primary Client's Country of Citizenship	Secondary Client's Country of Citizenship	\$ _____ % Annual Household Income Tax Bracket	
Primary Client's Occupation / Employer	Secondary Client's Occupation / Employer	\$ _____ Net Worth (excluding primary residence)	
Investment Experience	Description of Assets		
	CLIENT #1	CLIENT #2	
STOCKS	_____	_____ yrs	Assets initially to be placed under management (approx.): \$ _____
BONDS	_____	_____ yrs	Total liquid assets (net liquid & current assets in all accounts): \$ _____
MUTUAL FUNDS	_____	_____ yrs	
Investment Time Horizon	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 attitude toward your investments over your investment time horizon? (<i>Please initial in the space provided</i>) <input type="checkbox"/> My goal is capital preservation . I am averse to short-term loss and can accept only minimal fluctuations in my portfolio value. My investment objective is fixed income . <input type="checkbox"/> 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 growth . <input type="checkbox"/> 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 capital appreciation with income . <input type="checkbox"/> My goal is capital growth . I am modestly concerned with the level of fluctuation in my portfolio. My investment objective is capital appreciation . <input type="checkbox"/> 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 .		
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>										
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.			

EXHIBIT B: Fees

For the Services to be rendered, Adviser will charge an asset-based fee (the “Fee”) **0.65% on the first \$5,000,000 and 0.55% on assets over \$5,000,000***.

*Minimum annual advisory fee is \$15,000. The rate for relationships under \$1,150,000 will be adjusted based on what is required to meet that minimum. We reserve the right to reduce or eliminate the minimum fee at our discretion.

Notwithstanding the foregoing, Adviser will charge the following asset-based fees with respect to the following accounts:

Account	Custodian	Annual Fee

Notwithstanding the foregoing, the minimum Fee payable by Client will be \$15,000 per year.

The Fee is billed on a quarterly basis (the “Billing Period”), in advance, based upon the market value of the Assets on the last day of the previous quarter, as valued by the custodian.

If more than \$50,000 in Assets are deposited after the beginning of a Billing Period, the Fee will be prorated based on the number of days remaining in the Billing Period. If Client withdraws more than \$50,000 in a Billing Period, Adviser will credit its unearned Fee towards the next Billing Period’s Fee.

Adviser may aggregate the value of Client’s account with those of other family members whose assets are managed by Adviser to determine the Fees to be paid to Adviser. This may result in other family members becoming aware of Client’s account value. Additionally, if account values of other family members whose assets are managed by Adviser decline, this will cause the Fees to be paid by Client to increase.

EXHIBIT C: Excluded Assets

Adviser will not provide any advisory services whatsoever with respect to the following assets:

Name on Account	Custodian	Account Number

EXHIBIT D: Financial Planning/Consulting Services

Adviser will provide Client with the following financial planning and consulting services:

Adviser may, as appropriate, deliver to Client a written plan designed to help Client achieve its financial goals and objectives.

Client acknowledges that Client will be solely responsible for accepting or rejecting Adviser's investment recommendations and implementing any such investment recommendations or advice. Client may choose any advisor, brokerage firm, or other professionals to implement the recommendations and advice given by Adviser. Adviser does not guarantee the results of any of its recommendations, any specific level of performance, or the success of its overall financial planning or consulting services. Client acknowledges that Adviser is neither Client's attorney nor accountant, and no portion of the financial planning or consulting services rendered shall be interpreted by Client as legal or accounting advice. Client may seek the advice of a qualified attorney and/or accountant, and Adviser's role will be that of coordinator between Client and Client's designated professional(s).