

**BMA ADVISORS, LLC**  
**Investment Advisory Agreement**

2321 Rosecrans Ave; Suite 3285, El Segundo, California 90245

This agreement describes the relationship between BMA Advisors, LLC (hereinafter “BMA”) and \_\_\_\_\_(hereinafter “Client”) entered into on this \_\_\_\_day of \_\_\_\_\_.

This agreement (“Agreement”) is made by and between BMA and the Client as of the date indicated on the signature page thereof.

The parties agree as follows:

**1. APPOINTMENT OF THE ADVISOR.** The Client appoints BMA to act as investment adviser to the Client for the periods and on the terms set forth in this agreement. BMA accepts this appointment and agrees to furnish the services set forth below.

**2. ADVISORY SERVICES & FEES.** BMA provides investment management services to individuals and firms on a discretionary basis only. Recommendations are based on the client’s needs, investment objectives, financial and tax status, and their risk tolerance among other factors. This agreement covers the plan type and fee agreement selected below (check the appropriate plan):

- Discretionary Schedule A** – Client securities portfolios will be managed on a discretionary basis for a set agreed upon fee and BMA will have limited power of attorney to execute transactions on behalf of the Client without obtaining specific Client consent prior to every transaction. This authority is limited to securities contained in the Client’s managed account.
  
- Performance Fees Schedule B** – Certain Client accounts may elect to be subject to an annual variable performance fee under a fulcrum fee arrangement and therefore must be “qualified clients” under federal securities laws. The fulcrum fee is assessed at the end of the year if there has been a net asset increase that is above an established benchmark’s value. "Qualified clients" are defined as either having (a) an account value equal to or greater than \$1 million immediately upon entering into our advisory contract; (b) a net worth of more than \$2,000,000, exclusive of the clients' primary residence, prior to entering into our agreement (any indebtedness that is secured by a primary residence in excess of the estimated fair market value of the residence is calculated as a liability against total assets); or (c) "qualified purchasers" under Section 2(a) (51) (A) of the Investment Company Act of 1940 (i.e. natural persons or family-owned companies owning at least \$5 million in investments, or which manage accounts of at least \$25 million).

**3. DISCRETIONARY INVESTMENT MANAGEMENT SERVICES (SCH A).** BMA will direct with full discretionary power with respect to the Client’s managed account and have full authority to act at its sole discretion and without first consulting the Client, the continuous investment and reinvestment of the assets deposited by the Client in designated accounts at the Custodian (the “Account”). BMA is hereby authorized and directed to invest and reinvest the principal and income, including the proceeds thereof and additions to the Account, in stocks, bonds, options or other securities of any kind as BMA deems in the best interest of the Client, and determine from time to time what portion of such assets shall be invested in securities and other assets and when such investments will be purchased, retained or sold. The Advisor’s authority shall include, but will not be limited to; trading all securities held in the Account,

purchasing or writing put or call options in respect of securities, and making and executing all documents relevant to any of the foregoing. In addition to the foregoing, BMA may take any action or non-action as it deems appropriate, with or without other consent or authority from the Client, and may exercise its discretion and deal in and with such assets exactly and as fully and freely as the Client, with the exception that BMA is not authorized to withdraw from the Account any money, securities or other assets, either in the name of the Client or otherwise, except as set forth in Section 6. BMA shall be free to sell securities in the portfolio of the Account regardless of the length of time they have been held. BMA shall further be free to make investment changes regardless of the resulting rate of portfolio turnover, when BMA, in its sole discretion, determines that such changes will promote the investment objectives of the Account. If the security or property held in the Account is accompanied by voting rights, BMA will not exercise such voting rights. BMA does not vote proxies of its Clients.

**4. EXECUTION OF INVESTMENT TRANSACTIONS.** In selecting broker-dealers to effect Client transactions, BMA will seek the best execution on an overall basis; provided that BMA may in certain circumstances authorize the payment of specified increased brokerage commissions in return for research services from the broker-dealer. In addition, the client understands and agrees that purchases and sales may be aggregated with respect to transaction in the same issue on the same day for the purpose of providing an average price to all affected clients. The Client may direct BMA in writing to use a particular broker-dealer to execute all transactions for the Client and understands that best execution may not be achieved. In that case the Client will negotiate terms and arrangements with that broker-dealer, and BMA will not seek better execution services or prices from other broker-dealers. If the Client elects to direct its transaction business as set forth in this paragraph, the Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Client than would otherwise be the case.

**5. CUSTODY.** BMA shall not have actual or constructive custody of the Client's assets. Custody of the Client's assets shall be maintained with the financial institution designated by the Client on the signature page hereto and any broker-dealer or other financial institution maintaining assets of the Client ("Custodian"). The Client will be solely responsible for paying all fees or charges of the Custodian. The Client authorized BMA to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Client.

**6. INVESTMENT ADVISORY FEES.** As compensation for the services provided by BMA under this Agreement, the Client agrees to pay BMA a management fee of \_\_\_\_% annually. The management fee is billed quarterly and payable in arrears, based on the account value on the last day of each calendar quarter. The quarterly fee calculation will be equal to \_\_\_\_% of the market value of all assets in the account(s) of the Client as of the last business day of the calendar quarter. In any partial quarter, the fee will be prorated based on the number of days that the Client was a client of BMA during the quarter and any unearned balance shall be credited to the Client. BMA carefully evaluates every prospective client and strives to price fees competitively, however, lower fees for comparable services may be available from other sources.

The starting point of the initial fee is calculated according to the following schedule:

2.00% for account balances of \$250,000 or less  
1.75% for account balances of \$250,001 to \$500,000  
1.50% for account balances of \$500,001 to \$750,000  
1.25% for account balances of \$750,001 to \$1,000,000  
1.00% for account balances of \$1,000,001 to \$2,000,000  
0.75% for account balances greater than \$2,000,001

*Check one:*

- Client will be invoiced for fees.       Firm will deduct fees directly from Client's accounts.

In addition to an investment advisory/management service fee accounts may incur transaction costs, retirement plan administration fees, deferred sales charges on mutual funds initially deposited in the account, mutual fund marketing fees and other mutual funds annual expenses as described in the fund's prospectus.

**7. ASSIGNMENT.** This agreement may not be amended, transferred, or assigned by either party without the prior written consent of the other party.

**8. REPRESENTATIONS AND WARRANTIES OF THE CLIENT.** The Client represents and warrants to BMA that:

- a. The Client has full power and authority to enter into this Agreement; and
- b. This Agreement has been duly authorized, and is binding upon the Client.

**9. INDEMNIFICATION.** BMA, its Affiliates and any person acting on their behalf (each, an "Indemnitee") will not be liable to the Client for any action or inaction that results in any cost, claim, liability, damage, loss or expense suffered in connection with the services covered herein, including without limitation, any (a) tax liability asserted against Client by any federal, state or local authority as a result of any investment made by BMA; (b) failure to obtain the lowest brokerage commission rates or to combine or arrange orders so as to obtain the lowest brokerage commission rates with respect to any transactions on behalf of the Client; or (c) failure to recapture any brokerage commissions for the benefit of the Client, if the Indemnitee believed in good faith at the time of its action or inaction that its conduct was in the interests of the Client, and such conduct did not constitute negligence or a breach by the Indemnitee of any fiduciary duty that it may have to the Client. The indemnification provided for herein shall be available only as and to the extent that it is not prohibited by applicable law governing rights of indemnification.

**10. OTHER INVESTMENT ACCOUNTS.** The Client understands that BMA, its personnel or affiliates may take action for their own accounts that differ from the advice given to or action taken for the Client. BMA is not obligated to buy, sell or recommend for the Client any security or other investment that BMA or its affiliates may buy, sell or recommend for their own accounts. This Agreement does not limit or restrict in any way BMA or any of its employees or affiliates from buying, selling or trading in any securities or other investments for their own accounts.

**11. RISK ACKNOWLEDGEMENT.** BMA does not guarantee the future performance of the Client or any specific level or performance, the success of any investment decision or strategy that BMA may use, or the success of the Advisor's overall management of the Client. The Client understands that investment decisions made for the Client by BMA are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable.

**12. RETIREMENT or EMPLOYEE BENEFIT PLAN ASSETS.**

- a. This section applies if any assets of the Client are for a (i) pension or other employee benefit plan (including any 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) tax-qualified retirement plan (including a Keogh plan) under Section 401(a) of the Internal Revenue Code, as amended (the "Code"), and not covered by ERISA; or (iii) an individual retirement account ("IRA") under Section 408 of the Code.
- b. If certain Client assets are for a plan subject to ERISA, the Client appoints BMA, and BMA accepts its appointment, as an investment manager" for the purposes of ERISA and the Code, and BMA acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4957(e)(3) of the Code (but only with respect to the provision of services described in Section 2 of this Agreement).

- c. The Client represents that BMA has been furnished true and complete copies of all documents establishing and governing the plans and evidencing the Client's authority to retain BMA. If the Client assets covered by this agreement represent only a portion of an employee benefit plan's assets, the Client understands that BMA will have no responsibility for the diversification of all the plan's assets, and that BMA will have no duty, responsibility or liability for the portion of the plan's assets that are not covered in this agreement.

**13. VALUATION.** For purposes of this Agreement, the value of securities contained in the Managed Assets of Client shall be deemed to be the closing price of such securities on the leading exchange to which it is admitted to trading. If any such securities are not admitted to trading on an exchange, then the value of such securities shall be deemed to be the closing bid prices in the over-the-counter (OTC) market as furnished by the National Quotation Bureau, Inc.

**14. LIABILITY.** The Client agrees that BMA shall not be liable for anything done or omitted by it under this Agreement so long as BMA has acted in good faith, and if negligence, willful or reckless misconduct or violation of applicable law is not involved. 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 a client may have under federal and state securities law.

**15. PROXIES.** It is the policy of BMA not to vote proxies on behalf of clients. Custodians are directed to forward all shareholder related materials to the owner of the account. Employee benefit plans governed by ERISA acknowledge that the Firm is covered as fiduciary by the bond maintained for the plan and will provide proof of such coverage. Proxy voting for plans governed by ERISA must conform to the plan document in effect. In cases where the investment manager is listed as fiduciary responsible for voting proxies, the responsibility will be designated to another fiduciary and reflected in the plan document.

**16. TERMINATION.** This agreement may be terminated by either party at any time upon at least thirty (30) days' prior written notice to the other party. Termination of this Agreement will not affect (i) the validity of any action taken previously by BMA under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination; or (iii) obligation of the Client to pay advisory fees (prorated) through the date of termination. The initial term of this Agreement shall extend from the date of acceptance by BMA through the end of the Client's first billing period and shall thereafter automatically be extended for additional three-month terms unless terminated prior thereto as hereinafter provided.

An Advisory client will have a period of five (5) business days from the date of signing the investment advisory agreement to unconditionally rescind the agreement and receive a full refund of any fees. Thereafter, the client may terminate the investment advisory agreement by providing BMA with thirty (30) days written notice. Upon termination, fees are prorated to the date of termination. As such, if this Agreement is terminated prior to the end of the quarter, fees will be prorated for services performed up to the date of termination. If the Client is an individual person, this Agreement shall terminate upon receipt by BMA of written notice of the death or mental disability of the Client.

**17. AGREEMENT TO ARBITRATE CONTROVERSIES.** This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by BMA to Client (collectively referred to as "the parties") be resolved through arbitration. The parties herein acknowledge, understand and agree that: (i) arbitration is final and binding on the parties; (ii) the parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) the arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; (v) the panel arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event that Client does not make such election within five (5) days of such demand or notice, then the Client authorizes BMA to do so on the Client's behalf. The parties hereby submit to the in personam jurisdiction of the courts of the State of California, City of Los Angeles and the federal courts located herein (and expressly waive any defense to personal jurisdiction of Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in the City of Los Angeles and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this connection the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that Los Angeles is a convenient forum for any such action. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

## **18. MISCELLANEOUS.**

- a. This Agreement will bind and be for the benefit of the parties to the Agreement and their successor and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Advisors Act) by either party without the consent of the other party.
- b. This Agreement will be governed by and construed in accordance with the laws of the State of California notwithstanding any conflict of laws/provisions therein.
- c. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced.
- d. This Agreement contains the entire understanding between the Client and BMA concerning the subject matter of this Agreement.
- e. The Client has received and reviewed a copy of Part II of the Advisor's Form ADV at least 48 hours prior to the time of entering into this Agreement.
- f. If the account is a Trust the Trustees agree that the trustees are responsible for the delivery to BMA of any and all investment or other applicable restrictions of the Trust, if any. The Trustee is also responsible of notifying BMA in writing of any other administrative duties or responsibilities connected with or required by the Trust. The undersigned Trustee certifies that they have the authority of the Trust to enter into this Agreement.

**19. FORM ADV PART II & PRIVACY POLICY.** The Form ADV contains important disclosures about the investment advisory process, Advisor's fees, and the background and experience of advisory associates. By signing this Agreement the Client agrees to its provisions and acknowledges receipt of the Firm's:

- Form ADV Part II
- Privacy Policy

**SIGNATURE PAGE**

**I. CLIENT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Print Clients Signature

\_\_\_\_\_  
Clients Street Address City, State, Zip

By: \_\_\_\_\_ Date \_\_\_\_\_  
Print Clients Signature

\_\_\_\_\_  
Clients Street Address City, State, Zip

**II. CUSTODIAL:**

I further acknowledge that I have been given a choice as to where my assets/account(s) will be maintained and that I have designated the below to act as custodian (check appropriate):

- COR Clearing/BMA Securities
- Designate: \_\_\_\_\_

Client Initial \_\_\_\_\_ Date \_\_\_\_\_

**III. BMA ADVISORS:**

Accepted By FIRM PRINCIPAL:

By: \_\_\_\_\_ Date \_\_\_\_\_  
[Firm Principal]

By: \_\_\_\_\_ Date \_\_\_\_\_  
[Firm Principal]