

Seastrunk Financial Management, LLC ("Advisor"), and _____ ("Client") enter into this Investment Advisory Agreement ("Agreement") as of _____ (the "Effective Date"). This Agreement sets forth the terms and conditions regarding the investment management services the Advisor will provide the Client and the parties' responsibilities.

This Agreement incorporates by reference the Statement of Investment Policy that the parties have separately agreed to, which is attached as Exhibit B to this Agreement.

Being duly authorized, the undersigned Client(s) hereby employs Seastrunk Financial Management, LLC. ("Advisor"), as an investment advisor under the following terms and conditions:

1. **AUTHORITY.** The Advisor has full discretionary authority to manage and direct investments for the Account(s) according to the Investment Policy Statement, without needing prior consultation with the Client. This authority includes:

- Buying, selling, exchanging, and trading any stocks, bonds, and other securities.
- Establishing and managing accounts with brokerage firms, dealers, or banks in the Continental United States for securities transactions.
- Establishing or canceling sub-advisor contracts if directed by the Client.

These actions are subject to any limitations or restrictions imposed by the Client in writing.

2. CUSTODY OF ASSET AND BROKERAGE OF TRANSACTIONS

Account Custody and Management:

- **Asset Possession:** The Client retains possession of all account assets, which the Custodian holds. The Advisor does not hold or have custody of the Client's funds or securities. Funds and securities transactions occur directly between the Client and the Custodian.
- **Trade Confirmations and Statements:** The Custodian will provide duplicate confirmations and electronic access to the Advisor for all trades in the Client's account. The Custodian will promptly send transaction confirmations and investment inventories to the Client. The Client will also receive regular account statements from the Custodian. The Advisor is not responsible for the accuracy of information provided by the Custodian or any third party. At least quarterly, the Custodian will send the Client and Advisor a statement showing the portfolio's value, advisory fees, and broker and custodian fees.

- **Brokerage Transactions:** Upon the Client's request, the Advisor will arrange securities brokerage transactions through broker-dealers that provide the best execution. The Advisor will select brokers based on execution quality, research, services, commissions, fees, and responsiveness. While the Advisor seeks competitive commission rates, it may not always achieve the lowest possible rates. Transactions may be executed through broker-dealers for research that benefits all of the Advisor's clients, and brokerage commissions may pay for research not used for the Client's account. The Client might pay higher commissions when the Advisor determines they are reasonable for the brokerage and research services received.
- **Broker and Custodian:** The Client has appointed Fidelity Investments as its broker and custodian (collectively, the "Custodian") to hold assets and execute transactions. A separate agreement governs the Client's relationship with the Custodian, and the Advisor is not liable for the Custodian's actions. The Advisor is not responsible for ensuring the Custodian's compliance or payment of charges and fees. The Client covers brokerage expenses billed by the Custodian. If the Custodian changes, the Client will notify the Advisor in writing. The Client authorizes the Advisor to receive custody agreements and may move assets to a new Custodian without amending the Agreement.
- **Trading Authority:** The Client authorizes the Advisor to direct all transactions, give instructions, and request information from the Custodian. The Custodian will follow the Advisor's instructions, and the client will execute the required trading authority instructions from the Custodian.
- **Commission Rates:** By instructing the Advisor to execute transactions through the Custodian, the Client may not obtain the best commission rates and execution. The Advisor generally does not negotiate commissions on the Client's behalf. Directing brokerage activities to the Custodian may result in losing the best execution of orders at the most favorable prices.

3. **SERVICES OF ADVISOR.** By signing this Agreement, the Advisor accepts the role of investment advisor and agrees to manage the investments of the Account(s). The Advisor will provide the Client(s) with a written quarterly report on the investments.

- **Standard of Care:** The Advisor agrees to exercise care, skill, prudence, and diligence in accordance with the prevailing circumstances, similar to what a prudent person familiar with such matters would use in a comparable situation. The Advisor does not assume responsibility for the accuracy of information

provided by the Client(s) or any other party when maintaining its records.

4. CLIENT'S RESPONSIBILITIES

- **Providing Documents:** The Client agrees to deliver all required account forms and documents, including a written statement of investment objectives, policies, and restrictions, to the Advisor. The Client also agrees to provide any necessary corporate resolutions or similar documentation to establish their authority to execute this Agreement. The Client must promptly deliver any amendments or supplements to these documents and acknowledges that the Advisor is not liable for any losses, costs, damages, or claims resulting from the Client's failure to provide the required documents.
- **Information Dependence:** The Client acknowledges that the Advisor's services depend on the information provided about the Client's net worth, income, investment goals, risk tolerance, income needs, tax situation, estate plan, and other relevant information. The Advisor cannot perform adequately without this information. The Client agrees to update the Advisor on any changes and diligently fulfill their responsibilities under this Agreement. The Client represents that the information in the Statement of Investment Policy (Exhibit B) accurately reflects their financial position and investment needs. The Client will promptly inform the Advisor of any significant changes and provide any additional information or documentation requested by the Advisor. The Client is responsible for the accuracy and completeness of all information provided and acknowledges that the Advisor is not liable for any losses, costs, damages, or claims caused by inaccurate or incomplete information.
- **Notification of Changes:** The Client agrees to notify the Advisor in writing about any modifications, changes, or investment restrictions applicable to the account and inform the Advisor if any recommended or made investments violate such objectives or restrictions. Unless promptly notified, investments recommended or made by the Advisor in line with the Client's stated investment objectives will be deemed in conformity with those objectives.
- **Tax Considerations:** The Client acknowledges that tax considerations are generally not a factor in managing accounts and must notify the Advisor if such considerations are relevant to their financial circumstances.
- **Reliance on Information:** The Client agrees that the Advisor is entitled to rely on the accuracy of information provided by the Client or on the Client's behalf without further investigation. The Advisor is not required to verify information obtained from the

Client or their other professional advisors, such as accountants or attorneys.

- **Withdrawals and Transfers:** The Client agrees to notify the Advisor before making any withdrawals or transfers to manage the impact on trading. If the Client fails to notify the Advisor, the Advisor may discontinue services and cancel the Agreement, and will not be liable for brokerage fees related to the withdrawals or transfers. The Client's advisory fee will be adjusted to reflect any withdrawals. Unless otherwise instructed in writing, all dividends, interest, or other income earned by the account will be retained in the account.
- **Individual Securities:** If the Advisor purchases specific individual securities at the Client's direction, the Client acknowledges this is done as an accommodation, and the Client is responsible for monitoring these securities and their disposition. The Advisor is not responsible for the performance of securities purchased independently by the Client, even if they appear in quarterly reports.

5. CLIENT'S UNDERSTANDING, ACKNOWLEDGMENT AND ACCEPTANCE OF CERTAIN RISKS –

- **Understanding Services and Agreement:** The Client acknowledges understanding the Advisor's services and the terms and conditions of this Agreement, including the Statement of Investment Policy (Exhibit B). The Client has had an opportunity to ask questions about them.
- **Acceptance of Risks:** The Client understands and accepts that investments made for their account are subject to general market, currency, economic, political, and business risks, as well as risks associated with individual securities.
- **No Guarantees:** The Client acknowledges that the Advisor's past performance and advice do not guarantee future results. Investments can appreciate or depreciate, and the Advisor does not guarantee any profit or specific performance. There are no guarantees that the Client's investment goals or objectives will be met, or that the chosen investment strategy will achieve its long-term objectives or perform within the target risk limitations set in the Statement of Investment Policy. The Client understands that their account is not insured, and the value and return will fluctuate. The portfolio may be worth more or less than the original investment at any given time.
- **Account Transactions:** All purchases and sales of securities under this Agreement are for the Client's account, not for the Advisor's account or at the Advisor's risk. The Client agrees to promptly pay any debit balance in the account upon the Advisor's or broker's demand.
- **Considering Other Assets:** The Client understands that the Advisor will not consider any other

securities, cash, or investments owned by the Client unless the Client provides written instructions to do so.

7. CONFIDENTIAL RELATIONSHIP.

- **Confidential Information:** All personal and financial information will be held in strict confidence and not disclosed to any third party, except during regulatory examinations or as required by law. The Client has reviewed the Advisor's Privacy Policy, which details how the Advisor protects non-public personal information.
- **Confidentiality Agreement:** Except as agreed in writing or required by law, the Advisor will keep the Client's identity, financial affairs, and investments confidential. The Advisor will only disclose information provided by the Client as required by law or as needed to implement the Client's investment needs or perform services under this Agreement.
- **Disclosure to Professional Advisors:** The Client may disclose confidential information to attorneys, accountants, or other professional advisors if they agree to maintain confidentiality and use the information solely for providing services to the Client.
- **Termination of Agreement:** When this Agreement terminates, the Client's documents will be returned upon request. The Advisor may retain copies of documents and other information for compliance purposes.

8. SERVICE TO OTHER CLIENTS.

- **Advisor's Services for Multiple Clients:** The Client understands that the Advisor provides investment advisory services to various clients, including itself. The Client agrees that the Advisor may offer different advice to other clients or take different actions regarding their accounts. However, the Advisor will, to the extent practical, allocate investment opportunities to the Client's Account(s) fairly and equitably over time relative to other clients.
- **Advisor's Discretion on Recommendations:** The Client understands that the Advisor has no obligation to recommend the purchase or sale of any security for the Account(s) that the Advisor, its principals, affiliates, or employees may buy or sell for their own accounts or other clients' accounts. The Advisor will use its sole discretion to determine if such recommendations are unsuitable, impractical, or undesirable for the Account(s).

9. AGGREGATION OF TRADES

- **Independent Transactions:** Transactions for the Client's account will generally be conducted independently of other clients' transactions.

However, if the Advisor decides to purchase or sell the same securities for multiple clients simultaneously, it may combine these transactions to achieve the best execution, negotiate favorable commission rates, or fairly allocate prices, commissions, and transaction costs among clients.

- **Aggregated Transactions:** When transactions are aggregated, the Advisor (or the Custodian) will average the executed prices of the combined transactions and allocate them proportionally based on the orders placed for each client that day. The Client's account will be considered to have bought or sold its share of the securities at the average price obtained. The Advisor will not receive additional compensation from aggregating multiple client orders.
- **Directed Broker-Dealer:** If the Client directs the Advisor to use a specific broker-dealer for some or all transactions, the Advisor is not obligated to seek better execution services or prices from other broker-dealers or to aggregate the Client's transactions with those of other clients managed by the Advisor. Consequently, the Client may incur higher commissions, transaction costs, or less favorable net prices compared to if the Advisor had not been directed to use a specific broker. The Client acknowledges that the Advisor could negotiate better brokerage commissions by aggregating the Client's transactions with those of other clients if no specific broker was directed.

10. TRADE ERRORS –

- **Trade Placement:** The Advisor will place all trades in the account electronically or by phone. The Advisor assumes responsibility for any account losses resulting from trading errors directly caused by the Advisor's failure to follow its trading procedures or internal communication lapses and will compensate the Client for any related losses.
- **Best Efforts Disclaimer:** The Client acknowledges that the Advisor will not be responsible for account errors or losses when the Advisor has made its best efforts to execute trades in a timely and efficient manner. If a trade or part of a trade is not executed, or an electronic error occurs through no fault of the Advisor, leading to the account not being traded at the intended time or price, the resulting loss will not be deemed a trading error for which the Advisor is responsible.
- **Execution by Third Parties:** The Advisor will not be responsible for trades improperly executed by any clearing firm, custodian, mutual fund, or insurance company if the Advisor properly submitted the order.

11. NO ILLEGAL INVESTMENTS OR TRANSACTIONS –

In no event is Advisor obligated to make any investment or enter any transaction that Advisor believes in good faith would violate any federal or state law or regulation.

12. INSIDE INFORMATION

Client acknowledges that Advisor obtains information from a wide variety of publicly available sources and does not claim to have sources of material nonpublic ("inside") information. Advisor is not obligated to seek any inside information about any issuer of securities. Nor is Advisor obligated to purchase or sell, or to recommend for purchase or sale for Client's account, the securities of any issuer based on any inside information that may come into Advisor's possession.

13. FEES.

- **Fee Calculation and Charging:** The Advisor's compensation for services under this Agreement will be calculated and charged in arrears according to the attached Schedule of Fees.
- **Fee Basis:** The fee is based on a percentage of the market value of the assets under management, as outlined in the Schedule of Fees (Exhibit A) and following the procedures described in the Advisor's Form ADV. The Advisor's fee is not based on capital gains or capital appreciation of the assets in the Client's account.
- **Assets Subject to Fees:** All assets in the Client's account, including cash awaiting investment, will be subject to this fee. If the Client authorizes the Advisor to use margin, the account's market value and the corresponding fee will increase. Fees will be billed quarterly in January, April, July, and October.
- **Quarterly Fee Calculation:** Fees are calculated each quarter based on the assets under management at the end of the quarter, on a graduated basis, and deducted from the account by the custodian. The Advisor may amend or increase the fees in the Schedule of Fees (Exhibit A) with 30 days' written notice to the Client.
- **Alternative Services:** The Client understands that similar services may be available from other sources at lower costs.
- **Authorization for Fee Deduction:** The Client authorizes the broker and/or custodian to charge the Advisor's fee to the account and remit it to the Advisor, following the Client's instructions. The Client is responsible for verifying the accuracy of the Custodian's fee calculation.
- **Payment of Fees:** If the account lacks enough liquid cash or equivalents to pay the fee, the Client will instruct the Custodian to liquidate necessary positions to cover the fee.
- **Additional Charges:** Brokerage commissions, custodial fees, stock transfer fees, transaction fees, and other similar charges imposed by unaffiliated

third parties in connection with transactions for the Client's account will be paid from the account assets and are in addition to the Advisor's fees.

- **Sub-Advisor Fee:** The Client agrees to pay a separate fee to a registered sub-advisor if directed by the Client.
- **Minimum Annual Fee:** There is a minimum annual fee of \$1,200 per household.

COST OF SERVICES SCHEDULE	
Client Assets Under Management	Annual fee (billed quarterly)
\$0 to \$600,000	1.00%
\$600,001 to 1,000,000	0.85%
\$1,000,001 to \$3,000,000	0.50%
3,000,001 to 5,000,000	0.25%
5,000,001 +	Negotiable

14. VALUATION. The Custodian will perform all account valuations, and the Advisor may rely on these valuations. However, any valuation does not guarantee the value of the assets in the Client's account. Clients will receive daily and/or monthly statements from the Custodian, valuing the investment positions in the account. Other securities will be valued by the Advisor in good faith to reflect their fair market value.

15. Investment Objectives and Restrictions

- **Client Responsibilities:** The Client is responsible for advising the Advisor on the investment objectives of the Account(s) and any changes or modifications, and any specific investment restrictions.

16. Proxy Voting The Client is responsible for voting all company and mutual fund proxies.

17. Reports

- **Quarterly Reports:** The Advisor will provide the Client with written quarterly reports for the account as soon as reasonably possible after each quarter's end. These reports will comprehensively overview the account's market valuation and relative market performance. The Advisor is not required to verify any information received from the Client or the Client's other professional advisors and is authorized to rely on it to provide services and reports. The Advisor cannot guarantee the accuracy or completeness of any reports or information provided by the Custodian or other service providers.
- **Non-Discretionary Assets:** The Client acknowledges that the Advisor's reporting of assets

over which the Advisor does not have discretionary authority is solely an accommodation to the Client and does not imply the Advisor is providing investment management, review, or monitoring services for these assets. The Client remains exclusively responsible for the investment performance of these assets.

- **Review and Notification:** The Client agrees to carefully review all confirmations, statements, and reports sent by the Custodian and compare them to the reports received from the Advisor. The Client must notify the Advisor and/or the Custodian of any discrepancies or unauthorized activity.

18. LEGAL ADVICE –

- **Legal Services Disclaimer:** The Client expressly understands and agrees that the Advisor is not qualified to provide legal services or prepare legal documents. Nothing in this Agreement should be construed as providing such services. The Client will rely on their attorney for legal matters. Although the Advisor's reports may assist in preparing documents, they do not constitute legal advice or approval from legal professionals. However, the Client may request the Advisor to help coordinate estate and tax planning with the Client's designated estate and tax advisors.
- **Review of Tax-Related Information:** The Client agrees to review brokerage statements, transaction confirmations, and tax reporting forms provided by the Custodian for tax-related information. The Client acknowledges that sales, exchanges, or dispositions of securities may have federal and/or state income tax consequences and could result in additional income taxes.

19. LIABILITY - Except as otherwise provided by law, Advisor or its officers, directors, employees or affiliates will not be liable to Client for any loss:

- Client may suffer as a result of Advisor's investment decision or other action taken or omitted in good faith and with the degree of care, skill, prudence, and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;
- Caused by following Client's written or oral instructions;
- Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform Advisor of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;

- Caused by any action or omission by the Custodian, any broker or dealer to which Advisor directs transactions for Client's account, or by any other third-party professionals or service providers;
- Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond Advisor's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation; or
- Consisting of any indirect, special, incidental, or consequential damages.

If Client's account contains only a portion of Client's total assets, Advisor shall only be responsible for those assets that Client designates as the subject of Advisor's investment management services under this Agreement. Client agrees that Advisor need not consider additional assets over which Client has not given Advisor discretionary trading authority.

In certain instances, federal or state securities laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act ("ERISA"), impose liabilities on persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

20. TERMINATION.

This Agreement will continue in effect until terminated by either party. Either party may terminate the Agreement at any time by giving thirty (30) days' signed written notice to the other party.

In the event that either party terminates this Agreement, any fees will be prorated to the date of termination and Client will be refunded any unearned portion of those fees.

Termination of this Agreement will not affect:

- The validity of any action previously taken by Advisor;
- Any liabilities or obligations of the parties for transactions initiated before termination; or
- Client's obligation to pay and Advisor's right to retain fees for services rendered under the Agreement.

If a party terminates this Agreement, Advisor is not obligated to recommend or take any action regarding the securities, cash, or other investments in Client's account or liquidate any assets in Client's account after the termination date. It shall be the Client's exclusive responsibility to provide written instructions to the Advisor regarding any assets in the account following termination.

21. Binding Effect, Successors and Assigns, Assignment and Ownership Changes

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assigns.

Neither Client nor Advisor may assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of the other party. Should there be a change of control of Advisor, the successor advisor will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by Advisor. If Client continues to accept the services provided by the successor without written objection during the 60 days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the advisor to Client under the terms and conditions of this Agreement.

Client acknowledges that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

22. REPRESENTATIONS BY THE ADVISOR. -

The Advisor represents that it is registered as an investment advisor under the South Carolina Uniform Securities Act of 2005 and acknowledges that, with respect to the Client's Account(s) if it is a covered employee plan, the Advisor is a "Fiduciary" and "Investment Manager" as defined in sections 3(21)(A) and 3(38) of the Employee Retirement Income Security Act of 1974.

Representations - Each party executing this Agreement represents that:

- If an individual, it is of legal age and capacity;
- It has full legal power and authority to enter into this Agreement;
- This Agreement will be legally binding and enforceable against such party when executed;
- The terms of this Agreement and the performance of the actions called for under the Agreement by such party will not violate any law, regulation or contractual obligation to which such party is subject; and
- If one of the parties is an entity, that party represents that:

- The entity is validly organized under the laws of the applicable jurisdiction;
- This Agreement has been entered into by an appropriate agent with power to bind the entity who is of legal age and capacity; and
- This Agreement has been duly authorized by appropriate entity action and when executed and delivered will be binding in accordance with its terms.

Client confirms that the terms of this Agreement and his or her engagement of Advisor do not violate any obligations of Client, whether arising by contract, operation of law or otherwise.

Client warrants and represents that he or she owns all property deposited in the account free and clear of any lien or encumbrances and that no restrictions on disposition exist as to any such property.

Client agrees to notify Advisor in writing of any event that might affect his or her authority or the validity of the Agreement. Client and Advisor agree to immediately notify each other in writing if any of the representations set forth in this section of the Agreement cease to be accurate.

23. Relationship with Multiple Owners of Client's Account

- **Joint and Several Liability:** If more than one person or entity has an ownership interest in the account, all parties acknowledge joint ownership and agree to be jointly and severally liable for all obligations under this Agreement. The Advisor will base its investment advisory services on the joint goals provided by the Clients. The Advisor may rely on instructions and information from either Client for account handling, asset disposition, and Agreement termination, unless revoked by written instructions signed by all Clients.
- **Conflicting Instructions:** If the Advisor receives conflicting instructions from multiple signatories or is aware of a dispute or conflict of interest (e.g., separation or divorce proceedings), the Advisor may refrain from acting on any instructions until all signatories' consent in writing to the same instruction. The Advisor is not responsible for claims or damages resulting from such reliance or changes in the relationship between joint Clients. Each Client agrees to promptly close the

account or open a new account if there is a change in the relationship with co-owners.

- **Advisor's Limitations:** The Advisor is not responsible for claims or damages resulting from:
- Reliance on instructions provided by any signatory to this Agreement.
- Failure to act when receiving conflicting instructions from multiple signatories or awareness of a dispute or conflict of interest.
- Any changes in the status of the relationship between Clients.

24. ENTIRE AGREEMENT GOVERNING LAW. - This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to its conflict of laws principles. The Agreement shall also be construed in a manner consistent with the Advisers Act and the SEC rules and regulations under that Act and nothing in this Agreement shall be construed in any manner inconsistent with the Advisers Act or any SEC rule, regulation or order promulgated thereunder and applicable to Advisor.

25. Client Acknowledgement of Receipt of Form ADV Brochure and Privacy Policy -

Client acknowledges having received, on or before the date of this Agreement, a copy of Advisor's Form ADV Part 2A Brochure and Form ADV Part 2B Brochure Supplement(s)

Client further acknowledges that he or she has had a reasonable opportunity (at least 48 hours) to review the Form ADV Brochure and to discuss its contents with Advisor or professionals of Client's choosing before executing this Agreement. This Agreement will not take effect until at least 48 hours after Client has received Advisor's Form ADV Part 2 and Advisor has accepted this Agreement. If Client has not received a copy of Advisor's Form ADV Brochure at least 48 hours prior to signing this Agreement, Client may cancel this Agreement in writing without penalty within five (5) business days from the date of execution. In such case, Client shall not be responsible for the payment of any fees under this Agreement, but shall be responsible for all expenses and losses associated with the transactions executed in the account prior to receipt of such notice by Advisor.

Client understands that Advisor will provide Client with an annual notice indicating the manner in which Client can obtain an updated Form ADV Part 2, and will provide Client with a copy of the same upon request.

Client also acknowledges receiving, on or before the date of this Agreement, copies of Advisor's Privacy Policy and

agrees to allow Advisor to make such limited disclosures of Client information as are permitted under its Privacy Policy.

26. Non-Waiver of Compliance –

Nothing in this Agreement, including any condition, stipulation or provision, may be interpreted to waive or limit any obligation of Advisor to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

27. ARBITRATION. –

To the extent not inconsistent with applicable law, Client and Advisor agree to settle by mandatory and binding arbitration any controversy between themselves and/or any officers, directors, employees, or agents of Advisor relating to this Agreement, this account or any account transactions, or in any way arising from Client's relationship with Advisor. The parties further agree that this arbitration shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction.

By signing this Agreement, Client and Advisor understand and agree that:

- The parties are giving up the right to sue each other in court, including the right to a trial by jury, but this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal securities laws, including but not limited to the Advisers Act;
- Arbitration awards are generally final and binding, and a party's ability to have a court reverse or modify an arbitration award is very limited;
- The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is generally more limited in arbitration than in court proceedings;
- The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited;
- The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry;
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration;
- The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement;
- The arbitration will be pursuant to the Federal Arbitration Act;
- Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and

- j. This pre-dispute arbitration agreement shall survive the termination of the Agreement or Advisor's advisory services under this Agreement.

Client acknowledges and agrees that he has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement.

Any arbitration is voluntary, and the parties understand that by agreeing to arbitrate their disputes not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

28. DEATH AND DISABILITY –

Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. But Client's executor, personal representative, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor. Client recognizes that the Custodian may not permit any further account transactions until such time that any documentation required to establish authority regarding of Client's account is provided by Client's representative.

29. NOTICES AND CONSENT TO ELECTRONIC DELIVERY -

- **Written Notices:** Any notice given under this Agreement, including notices, instructions, and changes in the Client's investment objectives, must be in writing and will be effective upon receipt by the other party if delivered to the mailing or email address specified in this Agreement.
- **Electronic Delivery:** The Client agrees and consents to have the Advisor deliver or make available electronically all current and future agreements, revisions, Form ADV Part 2, account statements, notices (including privacy notices), letters, regulatory communications, and other related information. Electronic communications may include email delivery and/or communications via the Advisor's website.
- **Acknowledgment of Electronic Delivery:** The Client acknowledges and agrees that email delivery and electronic provision will constitute delivery. The Client must inform the Advisor in writing of any changes to their email address. The Client may revoke consent to email and electronic delivery at any time by providing advance written notice to the Advisor.
- **Risks of Electronic Delivery:** The Client understands that electronic delivery carries risks, such as system outages or interruptions, which may inhibit or delay receipt of information. The Advisor will not be liable for any interception of information transmitted electronically by third parties.

- **Review of Communications:** The Client acknowledges responsibility for immediately reviewing communications delivered via email to the provided email address. The Advisor may still choose to send correspondence in hard copy format at its discretion. If the Client withdraws consent for electronic communications, the Advisor will provide required documentation in hard copy format but reserves the right to close the Client's account.
- **Contact Information:** The Client must send all notices, correspondence, or communication to the Advisor electronically at conrad@seastrunkfinancial.com or through other secure means provided by the Advisor.

30. Agreement Terms:

7. **Language of Agreement:** The Client agrees to the provision of this Agreement in English, indicating their understanding of its terms and conditions.
8. **Entire Agreement:** This Agreement contains the entire agreement between the parties, with no other representations or warranties made. If any provision of this Agreement is unenforceable, it shall not invalidate other provisions. Failure of either party to enforce any term or condition of this Agreement is not a waiver of that term or condition.

3. SIGNATURES –

INVESTMENT ADVISORY AGREEMENT

By signing below, you agree that you have read and will be bound by the provisions of this Agreement, that you have full legal authority and capacity to retain Advisor, and you acknowledge having received a copy of the disclosure statement Form ADV Pt II, providing additional information about Advisor on the date set forth below. You may terminate this contract and receive a full refund of any fees paid hereunder for any reason and without penalty within five business days of the date set forth below.

ACCEPTED BY CLIENT(S): *Date*

____/____/____

X _____
Client Name (print)

X _____
Client signature

X _____
Spouse name (print)

X _____
Spouse signature

Client email address:

Spouse email Address

ACCEPTED AND AGREED TO BY:

Exhibit A
FEES.

- **Fee Calculation and Charging:** The Advisor's compensation for services under this Agreement will be calculated and charged in arrears according to the Schedule of Fees attached to this Agreement.
- **Fee Basis:** The fee is based on a percentage of the market value of the assets under management, as outlined in the Schedule of Fees (Exhibit A) and following the procedures described in the Advisor's Form ADV. The Advisor's fee is not based on capital gains or capital appreciation of the assets in the Client's account.
- **Assets Subject to Fees:** All assets in the Client's account, including cash awaiting investment, will be subject to this fee. If the Client authorizes the Advisor to use margin, the account's market value and the corresponding fee will increase. Fees will be billed quarterly in January, April, July, and October.
- **Quarterly Fee Calculation:** Fees are calculated each quarter based on the assets under management at the end of the quarter, on a graduated basis, and deducted from the account by the custodian. The Advisor may amend or increase the fees in the Schedule of Fees (Exhibit A) with 30 days' written notice to the Client.
- **Alternative Services:** The Client understands that similar services may be available from other sources at lower costs.
- **Authorization for Fee Deduction:** The Client authorizes the broker and/or custodian to charge the account the Advisor's fee and remit it to the Advisor, following the Client's instructions. The Client is responsible for verifying the accuracy of the Custodian's fee calculation.
- **Payment of Fees:** If the account lacks enough liquid cash or equivalents to pay the fee, the Client will instruct the Custodian to liquidate necessary positions to cover the cost.
- **Additional Charges:** Brokerage commissions, custodial fees, stock transfer fees, transaction fees, and other similar charges imposed by unaffiliated third parties in connection with transactions for the Client's account will be paid from the account assets and are in addition to the Advisor's fees.
- **Sub-Advisor Fee:** If directed by the Client, the Client agrees to pay a separate fee to a registered sub-advisor.
- **Minimum Annual Fee:** A minimum annual fee of \$1,200 per household.

COST OF SERVICES SCHEDULE	
Client Assets Under Management	Annual fee (billed quarterly)
\$0 to \$600,000	1.00%
\$600,001 to 1,000,000	0.85%
\$1,000,001 to \$3,000,000	0.50%
3,000,001 to 5,000,000	0.25%
5,000,001 +	Negotiable

INVESTMENT POLICY STATEMENT

This investment policy statement (IPS) is an agreement between us that outlines general rules for how we manage your accounts. This statement provides your investment goals and objectives and describes the strategies that we can employ to meet your objectives. Specific information on matters such as asset allocation, risk tolerance, income taxes and liquidity requirements are included in your investment policy statement.

** Please note that there is a distinction between an investment objective and a guaranteed investment result and that investment results cannot be guaranteed.*

TARGET ASSET MIX COMPARISON AND SELECTION

Very Conservative □	Conservative □	Moderate □	Moderately Aggressive □	Aggressive □
12% Domestic Stock 5% Foreign Stock 3% Commodities 65% Bonds 15% Short-Term	27% Domestic Stock 10% Foreign Stock 3% Commodities 50% Bonds 10% Short-Term	36% Domestic Stock 15% Foreign Stock Real Estate and Commodities 9% 35% Bonds 5% Short-Term	44% Domestic Stock 19% Foreign Stock Real Estate and Commodities 10% 25% Bonds 0% Short-Term	55% Domestic Stock 23% Foreign Stock Real Estate and 12% Commodities 10% Bonds
This Target Mix may be appropriate for investors who want to minimize fluctuations in market values by taking an income-oriented approach with some potential for capital appreciation. The range of returns within two standard deviations is approximately -3.87% and 13.79% Keep in mind that these values represent potential returns based on statistical measures and do not guarantee actual performance.	This Target Mix may be appropriate for investors who want the potential for capital appreciation and some growth and can withstand moderate fluctuations in market value. The range of returns within two standard deviations is approximately -7.07% to 19.45%. Keep in mind that these values represent potential returns based on statistical measures and do not guarantee actual performance.	This Target Mix may be appropriate for investors who prefer growth and who can withstand significant fluctuations in market value. The range of annual returns within two standard deviations is approximately -11.55% to 26.17% Keep in mind that these values represent potential returns based on statistical measures and do not guarantee actual performance.	This Target Mix may be appropriate for investors who seek aggressive growth and who can tolerate wide fluctuations in market values, especially over the short term. The range of annual returns within two standard deviations is approximately -15.13% to 31.19% Keep in mind that these values represent potential returns based on statistical measures and do not guarantee actual performance.	This Target Mix may be appropriate for investors who seek very aggressive growth and who can tolerate very wide fluctuations in market values, especially over the short term. The range of annual returns within two standard deviations is approximately -17.82% to 36.30% Keep in mind that these values represent potential returns based on statistical measures and do not guarantee actual performance.

YOUR INCOME NEEDS FROM THIS ACCOUNT

Your income need from the investment portfolio is approximately \$_____ per year subject to an annual cost of living/inflation adjustment, if necessary. Income is to be achieved on a total return basis (i.e., interest, dividends and capital appreciation). The size of the required annual distribution relative to the size of the account may necessitate a withdrawal of principal depending on market performance. Prolonged periods of poor market performance may require an alteration of investment policy. Please determine that sufficient disposable income and liquidity is available from other sources so that you do not need to maintain cash balances among these assets, except for investment reasons, including payment of management fees or as indicated below.

YOUR TAX BRACKET AND STATE

_____ % State of Residence _____

YOUR TIME HORIZON

For the purpose of planning, the time horizon for these investments is estimated to be _____ years. **Capital values fluctuate and you recognize that the possibility of capital loss does exist.** Your time horizon may change based on unforeseen circumstances or changes in financial conditions and if such an event were to occur, you should contact SEASTRUNK FINANCIAL promptly. Historical asset class return data suggests the shorter the holding period the greater the risk of your objective not being achieved.

YOUR TOLERANCE FOR RISK:

It is understood that risk is inherent in investing in marketable securities and results in the future could be better or worse than expected.

You must be prepared to tolerate occasional negative performance in order to meet longer-term investment goals. Maintaining a consistent strategy during good and bad markets is an important factor in achieving longer-term objectives.

The Portfolio will be managed in a manner consistent with the stated objectives and the chosen asset allocation over the established horizon. Financial research has demonstrated that risk is best minimized by holding assets over time and through diversifying across low-correlating assets.

Please recognize that that your portfolio performance will differ over various time periods. Please remember that performance results can never be guaranteed, and historical performance is not indicative of future performance.

Your portfolio will be managed subject to certain holding limitations. These are limitations on the minimum and maximum percentage investment in each asset class or because of early withdrawal penalties.

Investment performance will be monitored and reported to you on a monthly basis by Fidelity Investments. The investment program will be reviewed at least quarterly by Seastrunk Financial to make sure that it continues to achieve your stated objectives. Since this investment program is long-term in nature, the periodic adjustments made to your investment program should be small.

The percentage weighting to each investment class within the portfolio will vary. The percentage weighting within each asset class will be allowed to vary within a reasonable range of +/- 5% to 10% depending upon market conditions.

When rebalancing is required, investment yield and net cash inflows will be used to meet the strategic asset allocation targets. If cash flow is not sufficient to meet the target allocation for an asset

class, Seastrunk Financial will decide whether to effect transactions in order to rebalance the asset allocation. Occasionally entire asset classes will be removed from the portfolio based on current market conditions and perceived risk.

Investment of the funds shall be limited, in general, to actively managed mutual funds, exchange traded funds ETF's (enhanced, active, and passive), individual stocks, bonds, and money market investment funds which may invest in the following categories:

YOUR ACCOUNT WILL CONSIST OF AS MANY AS 20 ASSET CLASSES, INCLUDING:

- | | |
|---|--|
| 1. Short-Term U.S. Government Securities | 11. Mid-Cap Growth U.S. Stocks |
| 2. Intermediate-Term U.S. Government Securities | 12. Small-Cap Value U.S. Stocks |
| 3. Long-Term U.S. Government Securities | 13. Small-Cap Growth U.S. Stocks |
| 4. Short-Term Corporate Bonds | 14. International Value Stocks |
| 5. Intermediate-Term Corporate Bonds | 15. International Growth Stocks |
| 6. Long-Term Corporate Bonds | 16. International Emerging Market Stocks |
| 7. International Bonds | 17. Real Estate |
| 8. Large-Cap Value U.S. Stocks | 18. Natural Resources |
| 9. Large-Cap Growth U.S. Stocks | 19. Cash Reserves |
| 10. Mid-Cap Value U.S. Stocks | 20. Bear market funds |

CATEGORIES OF INVESTMENT THAT ARE NOT ELIGIBLE FOR INVESTMENT:

- | | |
|---|-----------|
| 1. Short Sales. | 6. IPO's |
| 2. Margin purchase or other use of borrowing. | 7. _____ |
| 3. Private placements. | 8. _____ |
| 4. Security loans. | 9. _____ |
| 5. Warrant | 10. _____ |

Investment products used to implement your investment program shall be subject to selection criteria. At a minimum, the investment product must be registered, have sufficient historical performance, provide timely compliant quarterly performance, provide necessary details about the firm (personnel, clients, fees, etc.), and strictly adhere to a clearly articulated investment philosophy. Each investment product will be monitored for adherence to your investment policy guidelines, major changes in the product, and comparative performance with similar investment products.

CLIENT DUTIES AND RESPONSIBILITIES

Please remember that you have the ultimate responsibility for the investment of your own assets. You acknowledge that it is your responsibility to review confirmations and periodic account statements upon receipt and to notify SEASTRUNK FINANCIAL of any questions or concerns.

We will assist you in making appropriate asset allocation decisions based on your particular needs, objectives, and risk profile, implementing such decisions, reporting portfolio performance to you as well as rebalancing and managing the tax efficiency of the portfolio, as necessary.

_____ will be your Investment Advisor Representative and shall act as the investment advisor to you, the Investor, pursuant to the Investment Advisory Agreement between you and SEASTRUNK FINANCIAL.

You, the Investor, should provide the Advisor with all relevant information on your financial condition, net worth, and risk tolerances. You must promptly notify SEASTRUNK FINANCIAL of any changes to this information. Failure to disclose all such relevant information will limit our ability to provide prudent investment advice. Your duties, rights, and responsibilities are set forth in the Investor's Investment Advisory Agreement with the Advisor and are not altered in any way by this IPS. The IPS should be reviewed at least annually to determine whether stated investment objectives are still relevant and the continued feasibility of achieving the same. It is not expected that the IPS will change frequently. In particular, short-term changes in the financial markets should not require adjustments to the IPS.

Past performance is no guarantee of future results.

Generally, among asset classes, stocks may present more short-term risk and volatility than bonds or short-term instruments but may provide greater potential return over the long term. Although bonds generally present less short-term risk and volatility than stocks, bonds contain interest rate risk (as interest rates rise, bond prices usually fall), the risk of issuer default, and inflation risk. Finally, foreign investments, especially those in emerging markets, involve greater risk and may offer greater potential returns than U.S. investments.

SIGNATURES FOR ADOPTION

I (we) have reviewed, approved and adopted this Investment Policy Statement for the investment program with Seastrunk Financial.

Client Print Name: _____

X Client's Signature: _____

Client Print Name: _____

X Client's Signature: _____

Date ____/____/____

For Office Use:

Description of Account(s) under management:

Taxable _____

Tax Deferred _____

Tax Free _____
