

## Consulting Services Advisory Agreement

This agreement sets forth the financial and advisory engagement entered into by and between Cadaret, Grant & Co., Inc. ("CG"), a registered investment adviser, through its investment adviser representative named below ("Financial Advisor"), and the undersigned client (hereinafter referred to as "you"). CG, through the Financial Advisor, is in the business of providing financial services and investment advice and you desire Financial Advisor to provide financial services and investment advice. Therefore, in consideration of the premises and mutual promises contained in the agreement, the parties agree as follows:

### 1. Services Provided by Advisor

You have retained the Financial Advisor to provide you with one or more fee-based Advisory Services. These services are defined in Schedule A, a copy of which is attached to, and forms part of, this agreement.

### 2. Responsibilities of the Client

You recognize that the value and usefulness of the services being rendered by the Financial Advisor, as described herein, will be dependent upon information that he/she provides and upon his/her active participation in the formulation of the financial objectives and in the implementation of plans to attain those objectives. You agree to discuss needs and goals candidly with the Financial Advisor and to keep the Financial Advisor informed of changes in your situation, needs, and goals. You also agree to provide, on a timely basis, copies of insurance policies, wills and trust agreements, account statements, tax returns, and any such pertinent information as the Financial Advisor may reasonably request in order to permit a thorough evaluation and prepare his or her recommendations to you. You are free at all times to accept or reject any recommendation from the Financial Advisor and you acknowledge that you have the sole authority with regard to implementation, acceptance, or rejection of any counseling or advice from the Financial Advisor.

### 3. Confidentiality

The Financial Advisor will collect non-public personal information about you from the information you provide on questionnaires and forms and the information the Financial Advisor necessarily has about your account. All information and advice furnished by either party to the other, including their agents and employees, shall be treated as confidential and not disclosed to third parties except as agreed upon in writing or required by law. The Financial Advisor is herein given absolute authority by you to disclose, provide copies of, and communicate information obtained from you or developed by the Financial Advisor. CG maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your non-public personal information.

### 4. Basis of Advice

The Financial Advisor will endeavor to the best of his or her ability to exercise good faith and diligence in the execution of its duties. You acknowledge that the Financial Advisor obtains information from a wide variety of publicly available sources and that the Financial Advisor has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by the Financial Advisor are based upon the professional judgment of Financial Advisor and his or her representatives and neither the Financial Advisor nor his or her representatives can guarantee the results of any of their recommendations. Except as may otherwise be provided by law, neither CG nor the Financial Advisor will be liable to you for (i) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Financial

Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (ii) any loss arising from the Financial Advisor's adherence to your instructions; or (iii) any act or failure to act by any third party.

#### 5. Fees

Fees charged by the Financial Advisor will be dependent upon the services rendered to you. The Financial Advisor may charge a flat fee, hourly fee, or a quarterly fee not to exceed .25%, under this agreement as set forth in Schedule A, a copy of which is attached to, and forms part of, this agreement. All unearned, prepaid fees will be returned upon termination of this agreement.

#### 6. Potential Conflicts of Interest

The Financial Advisor is a Registered Representative of CG. As a result, a potential conflict may arise between your interests and the Financial Advisor's interest in executing transactions through CG. You understand that you have no obligation to implement recommendations by executing transactions through CG. The Financial Advisor generally will seek competitive commission rates, however, designation of CG as broker/dealer will not necessarily result in your paying the lowest possible commission, transaction costs or most favorable net prices. If you choose at your sole discretion to effect transactions with CG, the Financial Advisor may act as a Registered Representative of CG. In connection with those transactions, CG may collect transaction fees and the Financial Advisor may receive commissions that are separate and distinct from the fees covered by this agreement.

#### 7. Services to Other Clients

The Financial Advisor provides Advisory services to other clients. The advice given and the actions taken with respect to such clients and the Financial Advisor's own account may differ from advice given with respect to your account.

#### 8. Legal and Accounting Services

It is expressly understood and agreed between the parties of this agreement that the Financial Advisor will not provide any accounting or legal advice nor prepare any accounting or legal documents for the implementation of your financial, business, or estate plans. Accordingly, it is the sole responsibility of the client to evaluate, through the advice of the client's accountant, the tax consequences, if any, of any transaction in the client's account.

#### 9. Representation

CG represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 and is authorized and empowered to enter into this agreement. You represent that you are authorized and empowered to enter into this agreement.

#### 10. Other Contractual Matters

The Financial Advisor will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of your account may be invested from time to time.

This agreement represents our entire understanding with regard to the matters specified here and any changes must be made in writing and signed by the parties. This agreement cannot be assigned without the written consent of both parties.

Either party may terminate this agreement at any time without penalty upon written notice. If you have contracted for a financial plan and terminate the agreement prior to receiving the plan, your deposit is refunded less the applicable hourly charge for completed work.

This agreement shall be applicable only to financial advice and recommendations individually prepared for you and shall not relate to any advice given by any person or persons not specifically designated by the Financial Advisor in writing to perform such services. CG is not responsible for the acts, omissions, or insolvency of any agent, broker, or independent contractor selected to perform any action for your account.

CG will not be liable for any action performed or omitted to be performed or for any errors of judgment or mistake in providing services to you, in the absence of malfeasance, negligence, or violation of applicable law. Nothing in this agreement shall constitute a waiver of limitation of any rights that you may have under the Investment Adviser's Act of 1940 or applicable state or federal securities laws.

All notices or communications to the Financial Advisor should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices or communications to you will be sent to the address specified in this agreement, or any such future address for which the Advisor receives notice.

11. Disclosure Document

By signing this agreement, you acknowledge receiving, on or before the date of this Agreement a copy of: (1) this Agreement; (2) Forms ADV Parts 2.A and 2.B; and (3) CG's Privacy Policy.

This agreement shall be construed in accordance with and governed by the internal laws of the State of New York. This contract becomes effective upon your signing this Agreement.

**SIGNATURES:**

**Client:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Joint Client)

Signature: \_\_\_\_\_  
(Joint Client)

Address: \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

**Financial Advisor:**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Cadaret, Grant & Co., Inc.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A -- Services and Fee Schedule**

	Rate	Acknowledgement
<input type="checkbox"/> <b>Assessment Consultation</b>	\$250.00	_____ <i>(initial)</i>
<input type="checkbox"/> <b>Comprehensive Consultation</b> Consultation services will focus on specific areas of concern or interest as requested by you. Topics may include portfolio assessment, financial coaching, retirement planning, education funding, business, tax and cash flow planning, budgeting, goal planning, or other specific areas requested by you that the Financial Advisor is qualified to discuss.	\$____/hr	_____ <i>(initial)</i>
<input type="checkbox"/> <b>Comprehensive Plan</b> Based upon information furnished by you, a comprehensive, written financial plan will cover a broad range of planning analysis and issues specific to your situation (e.g., net worth, assets and liabilities), retirement, education, business, investments (e.g., asset allocation according to your risk tolerance and financial goals), tax and protection planning. With the Comprehensive Plan only, you will receive a personalized written report detailing strategies and recommendations which are intended to help you attain your stated goals and objectives.	Flat Fee \$_____	_____ <i>(initial)</i>

Please make check payable to Cadaret, Grant & Co., Inc.