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INVESTMENT ADVISORY AGREEMENT

The undersigned party (herein referred to as “Client”) enters into this Investment Advisory Agreement (“Agreement”) dated _____ (the “Effective Date”) with Jardine Financial Group, LLC (“JFG”), a Registered Investment Adviser located at 15455 Dallas Parkway, Ste. 600, Addison, TX 75001.

Investment Advisory Services

JFG shall provide the Client with investment advisory services via its brokerage account(s) established at the designated custodian as listed below (the “Account[s]” or “Assets”). This Agreement becomes effective on the date in which JFG receives the signed Agreement from the Client and remains in effect until terminated by either party in accordance with the terms of this Agreement.

Discretionary Authority

Client has hired JFG to act as his or her investment advisor to perform the services described in this Agreement. JFG shall be responsible for discretionary investment and reinvestment of the assets designated by the Client (the “Assets” or “Account”). JFG is authorized, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, exchange-traded funds (ETFs), mutual funds, and other securities and/or contracts relating to the same. JFG will manage the account and enter into transactions in Client’s Account in accordance with the investment guidelines contained in the separate Statement of Investment Policy, which may be amended from time to time by Client (with notice to JFG). JFG will have no authority to withdraw or transfer assets from Client’s account, except as predetermined and disclosed by the client and in accordance with Client’s specific instructions to JFG.

JFG will monitor Client’s account on an ongoing basis and conduct periodic portfolio reviews with Client. JFG will generally be available to discuss Client’s account during normal business hours or by appointment. JFG will attempt to meet with Client at least annually to discuss Client’s investment needs, goals and objectives. JFG will also review Client’s account performance and the continued suitability of investments recommended by JFG for Client at least quarterly.

Client authorizes JFG to respond to inquiries from, communicate and share information with, Client’s accountants, attorneys, advisors and other consultants or professionals as deemed necessary by JFG to provide its services to Client and/or as requested by Client.

Client’s Responsibilities

Client represents and confirms that Client is authorized to engage in this Agreement with JFG. Client agrees to deliver to JFG all account forms and other documents, including a written statement of his or her investment objectives, policies, and restrictions, as JFG may reasonably require. Client also agrees to

provide all documentation necessary to establish the undersigned's authority to execute and deliver this Agreement. Client agrees to promptly deliver all amendments or supplements to these documents to ensure that JFG has current and accurate information regarding Client's financial condition, investment objectives, and needs and shall give JFG prompt written notice of any modifications, changes or investment restrictions applicable to the account. Client shall notify JFG if Client deems any investments recommended or made for the account to be in violation of such investment objectives or restrictions. Unless Client promptly notifies JFG in writing of specific investment restrictions on the account, investments in line with Client's stated investment objectives that JFG recommends or makes on behalf of Client shall be deemed to be in conformity with Client's investment objectives. Client agrees that JFG will not be liable for any losses, costs, damages or claims arising out of Client's failure to provide JFG with any of these required documents.

Fees and Expenses

Client agrees to pay JFG a fee for its investment advisory services.

In consideration for the investment advisory services outlined in this Agreement, Client agrees to pay the fees set forth in Exhibit A, pursuant to the terms of this Agreement and the terms set forth in Exhibit A. This fee shall be based on a percentage of the market value of the assets under management. No portion of JFG's fee shall be based on a share of capital gains upon, or capital appreciation of, the assets or any portion of the assets in Client's account. JFG may amend the fees outlined in Exhibit A if JFG provides Client with written notice of the amendment 30 days in advance.

Expenses related to the ordinary servicing of the Account, including brokerage commissions, custodial fees, stock transfer fees, transaction fees, charges imposed directly by mutual, index or exchange-traded funds, and other similar charges incurred in connection with transactions for Client's account imposed by unaffiliated third parties will be paid out of the assets in the account and are in addition to the fees paid by Client to JFG.

Custody of Assets and Brokerage of Transactions

Client has appointed Charles Schwab as its broker and custodian (collectively, the "Custodian") to take and have possession of the Account and to execute securities transactions. At no time will JFG accept, maintain possession or have custodial responsibility for the Client's funds or securities.

Client authorizes JFG to direct and place all orders for the execution of transactions with or through the Custodian, give instructions to the Custodian concerning all investment decisions regarding the Assets, and request information about the brokerage account from the Custodian under Client's independent, exclusive agreement with the Custodian.

The terms of the custody/brokerage account, which contains the Assets, shall be determined solely by and between the Client and the Custodian. JFG shall not be liable to the Client for any act, conduct or omission by the Custodian acting as broker-dealer or custodian. JFG shall not be responsible for ensuring the Custodian's compliance with the terms of the brokerage account and payment of brokerage or custodian charges and fees. The Client acknowledges that the Custodian will provide duplicate confirms and/or electronic access to JFG for all trades in the brokerage account(s). JFG is authorized and empowered to issue instructions to the Custodian and to request information about the brokerage account from the Custodian.

JFG will arrange for the execution of securities brokerage transactions for the account through broker-dealers that JFG reasonably believes will provide best execution. In seeking best execution, JFG will select a broker that gets Client a favorable deal based on the broker's execution quality, research and other services, commissions and fees, the quality of the brokerage services provided, and responsiveness.

Trade Confirmations

Client acknowledges that the Custodian will provide duplicate confirmations and/or electronic access to JFG for all trades in Client's account, and will also promptly send Client copies of confirmations of transactions executed, and an inventory of investments.

Trade Aggregation

Transactions for the Account will generally be made independently of transactions in other client accounts unless JFG decides to purchase or sell the same securities for several clients at approximately the same time. JFG may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain the best execution, negotiate more favorable commission rates or fairly allocate differences in prices, commissions and other transaction costs among clients. When JFG aggregates transactions, it will, or have the Custodian, average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. The Account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price obtained. JFG will not receive any additional compensation or remuneration from aggregating multiple client orders.

If Client directs JFG to use a specific broker-dealer to execute some or all transactions for Client's account, JFG is not obligated to seek better execution services or prices from other broker-dealers or aggregate Client transactions for execution through other broker-dealers with orders for other client accounts managed by JFG, particularly since they may not be using the same broker-dealer). As a result, Client may pay higher commissions or other transaction costs or greater spreads, or receive less favorable net prices on transactions for the account than would otherwise be the case. Client understands that JFG would be in a better position to negotiate brokerage commissions by aggregating Client's transactions with those of other clients if Client had not directed JFG to use a specific broker.

Non-Exclusivity

Client understands that JFG provides investment advisory services to multiple clients with different economic needs and agrees that JFG may give advice and take action concerning any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's Account. Nothing in this Agreement shall impose on JFG any obligation to Client to purchase, sell or recommend for purchase or sale any security that JFG, its principals, affiliates, officers, members or employees may buy or sell for their own accounts or for the account of any other client if, in the sole and absolute discretion and reasonable opinion of JFG, it is not for any reason practical or desirable to acquire a position in such security for Client's Account. Nothing in this Agreement shall put JFG under any obligation to purchase or sell, or to recommend for purchase or sale for the account, any securities which JFG, its employees, affiliates, representatives, or agents, may purchase or sell for themselves or for the account of any other Client, unless in JFG's determination, such investment would be in the best interest of the Client.

Reliance on Information

The Client understands that, in the performance of its obligations and duties under the Agreement, JFG is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

Proxies

Client acknowledges that JFG will not vote proxies. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account.

Risk Acknowledgment

JFG does not guarantee the future performance of Client's Account or any specific level of performance, the success of any investment decision or strategy used, or the success of JFG's overall management of the Account. Client understands that investment decisions made for Client's Account by JFG are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

Liability

The Client recognizes that investment recommendations made by JFG are opinions only and that JFG cannot guarantee any level of performance. All investments have a potential risk of loss that Client's must understand and be willing to bear before implementing any of JFG's recommendations. It is further understood that neither JFG nor any of its employees are qualified to render legal services or prepare legal documents.

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this Agreement does not constitute a waiver of any of the Client's legal rights under common law or Federal and State securities laws.

Non-Waiver of Compliance

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

Termination; Cancellation; Assignment

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.

Neither Client nor JFG may assign this Agreement without the express prior written consent of the other party, within the meaning of the Advisers Act and/or any applicable state securities law.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Texas without giving effect to its conflict of laws principles. The Agreement shall be interpreted in a manner consistent with federal and state securities laws, and nothing in this Agreement shall be construed in any manner inconsistent with such laws or any rule, regulation or order promulgated thereunder and applicable to JFG.

Disclosures

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

Privacy Policy

Client has received and reviewed a copy of JFG's Privacy Policy detailing how JFG protects Client's non-public personal information. Except as otherwise agreed in writing, or as required by law, JFG will keep confidential all information concerning Client's identity, financial affairs, and investments; provided, however, that the Client authorizes the JFG to contact the Client's accountants, attorneys and other consultants as deemed necessary by the Adviser.

Arbitration Agreement

Conforming to applicable law, Client and JFG agree to settle by arbitration any controversy between themselves and/or any officers, directors, employees, or agents of JFG relating to this Agreement, this account or any account transactions, or in any way arising from Client's relationship with JFG. 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 JFG understand and agree that: (i) 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; (ii) 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; (iii) The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is more limited in arbitration than in court proceedings; (iv) 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; (v) The list from which the arbitrators are selected may include a minority of arbitrators who were or are affiliated with the securities industry; (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration; (vii) The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement; (viii) The

arbitration will be under the Federal Arbitration Act; (ix) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and (x) This pre-dispute arbitration agreement shall survive the termination of this Agreement or JFG's services under this Agreement.

Client acknowledges and agrees that it has had a reasonable opportunity to review and consider this arbitration provision before executing this Agreement. Any arbitration is voluntary, and the parties understand that, by agreeing to arbitrate their disputes, that they are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

Death and Disability

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

Notices and Consent to Electronic Delivery

Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in Client's investment objectives) must be in writing and shall be effective upon receipt by the other party if delivered to the party at its mailing or email address specified in this Agreement. By signing this Agreement, the Client hereby consents to communications from JFG via email without also receiving written copies from JFG. The Client may revoke this consent to email delivery at any time by providing advance written notice to JFG. Client acknowledges and agrees that it must inform JFG in writing of any changes to Client's email address. Client must send to JFG all notices, correspondence, or other communication electronically to jardinefinancial@icloud.com.

Entire Agreement and Amendment

This Agreement contains the entire agreement and understanding between the Client and JFG with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect thereto. This Agreement may only be amended or modified, and the terms hereof may only be waived upon written agreement of all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

EXHIBIT A

FEE SCHEDULE

Client agrees to pay JFG an Asset Management Fee for its investment advisory services outlined in the Agreement, determined, calculated and payable as follows.

The Asset Management Fee is based on a percentage of Client's assets that JFG manages and is calculated and charged in accordance with the fee schedule below.

Asset Management Fee Schedule	
All Assets	1.0%

The Asset Management Fee is based on the market value of Client's account on the last day of each calendar quarter multiplied by the applicable annual rate and divided by four (4). The fee for the prior quarter is billed and payable within ten (10) days after the end of the quarter, based on the value of Client's account on the last business day of that quarter.

Client's designated Custodian, Charles Schwab, will provide all quarter-end security valuations used to calculate the annual Asset Management Fee, independent from any JFG involvement. The fee will be deducted directly from Client's account. Charles Schwab will deliver an account statement to Client at least quarterly which will show all disbursements from Client's account. Client is urged to review all statements for accuracy.

The Asset Management Fee will be prorated based on the number of days in the quarter that Client was a client of JFG or the assets were under JFG's management, if:

- The Agreement is executed other than the first day of a calendar quarter;
- One of the parties terminates the Agreement; or
- Client prepays advisory fees or withdraws or adds assets to the account.

[SIGNATURE PAGE FOLLOWS]

Acknowledgment

By executing this Agreement, the parties acknowledge, accept, and agree to their respective rights, duties, and responsibilities.

By executing this Agreement, Client acknowledges receipt of: JFG's Form ADV Part 2A, a copy of the Agreement signed by both parties, and a copy of JFG's Privacy Policy.

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Client's Address: _____

Client's Email _____

Jardine Financial Group, LLC

Greg Jardine, CCO and Managing Member

Date