

Investment Advisory Services Agreement

This Agreement is entered into among _____ (the "Client") and Cape Investment Advisory, Inc., an SEC registered investment advisor ("Cape" or "Advisor"), and _____ ("Portfolio Advisor"), an investment adviser representative ("IAR") of Cape.

1. Advisory Services

By execution of this Agreement, Client retains Cape Investment Advisory, Inc. to provide advisory services to Client, including providing advice on creating a portfolio of investments (the "Account") in accordance with the Client's stated investment objective(s), risk tolerance, and financial goals which are summarized on the Client Account Form and supplemental documents. Cape agrees to provide asset management services with respect to the Account, and through its Portfolio Advisor, will also consult with and advise Client on the investment and reinvestment of Client's securities assets, which include but are not limited to equities, exchange traded funds, fixed income instruments, investment company shares, alternative investments, and cash or cash equivalents. Cape can provide advice on Client's insurance and annuity sub-accounts as authorized by Client and may also provide other Advisory and/or Consulting Services as requested by Client and agreed upon by Cape, in writing.

2. Execution, Clearance, and Administrative Services

Cape Investment Advisory, Inc. provides Client the choice of several different broker-dealers who will provide custody services and execute purchase and sale orders as directed by the Portfolio Advisor on behalf of Cape. Platform/clearing firm custodial functions, among other things, include crediting Account equity asset dividends and crediting fixed income principal and interest on called or matured securities in the Account, along with other custodial functions customarily performed with respect to securities brokerage accounts. Platform/clearing firm will also provide confirmations of each purchase and sale to Client as required. Additionally, Client Account statements will be transmitted by platform/clearing firm to Client, Portfolio Advisor and Cape each month in which activity occurs in Client's account. Platform/clearing firm will also act as general administrator, which includes the charging and collection of account fees and the processing, pursuant to Client instructions relayed through the Portfolio Advisor, of deposits to and withdrawals from Account. Advisor may recommend that the brokerage account necessary to conduct the advisory services be opened through American Global Wealth Management, Inc. or Cape Securities, Inc. both affiliated broker/dealers. Advisor may give a copy of this Agreement to any broker, dealer, or other party to a transaction for the Account, or the Custodian as evidence of Cape's authority to act for Client.

(a) Valuation. The market value of any security or other investment in the account is determined by the custodian. Any security or investment in the account which is not priced by the custodian or for which there is no readily available price quotation, shall be valued in a manner determined in good faith by Cape Investment Advisory, Inc. to reflect fair market value. Any such valuation shall not be deemed a guarantee of any kind with respect to the value of said asset.

3. Investment Management and Authority of Cape and Portfolio Advisor

(a) Discretionary Authority. By choosing to grant Limited Discretion to Cape, as signified by Client's initials below, Client is choosing to empower Cape to buy and sell securities without prior knowledge. Client hereby appoints Cape as Agent and Attorney-in-Fact with the full power of authority to act on behalf of the Client to purchase, sell short, exchange, convert, trade over-the-counter, open new option positions or close existing positions, to exercise option contracts, to sell option contracts as either a covered or uncovered writer, and to enter into any agreements relating thereto, all in accordance with the terms and conditions applicable to the account as reflected in a separate agreement or separate agreements between Client and the broker/dealer and between the Client and Custodian. For the avoidance of doubt, the parties agree that Cape is authorized to take action without obtaining any further authorization from Client. Except as otherwise provided herein, this grant of Limited Discretion does not authorize Cape or Portfolio Advisor to withdraw funds or securities from the Account, unless they are to be sent to the address of record.

Client hereby authorizes Cape, through the Portfolio Advisor, to determine the securities and investment amounts purchased and sold for Client(s) Account and/or utilizing or discontinuing Sub Manager(s) and/or TPAM(s) services. The authority shall apply to the initial purchase and/or sale, subsequent purchases and sales, re-balancing and reallocation of mutual funds, variable annuity sub-accounts, or other Client investments. Discretionary accounts are only permissible for non-commission generating accounts.

(b) Delegate authority to a TPAM

(c) Non-Discretionary Authority. If Client chooses NOT to grant Discretion to Cape, as signified by Client's initials below, then Cape, through the Portfolio Advisor, may only provide investment advisor to Client and shall enter orders for the Account and take any other action with respect to the Account only with Client's oral or written authorization. For any transaction expressly authorized by Client, Cape through the Portfolio Advisor, may nevertheless exercise reasonable time or price discretion on any order if such discretion is expressly granted either orally or in writing by Client with respect to such transaction.

Please Check One

Account is to be managed on a **Discretionary Basis**. Advisor WILL invest and/or reinvest without Client's specific authorization.

Primary Client Initials: _____

Joint Client Initials: _____

Account is to be managed on a **Non-Discretionary Basis**. Advisor WILL NOT invest or reinvest without Client's authorization.

Primary Client Initials: _____

Joint Client Initials: _____

4. Best execution and securities trading

Cape will direct Client transactions for each Client Account to be effected independently, unless Cape decides to purchase or sell the same securities for multiple clients at approximately the same time. Cape may (but is not obligated to) combine or "batch" such orders to obtain best execution or to negotiate more favorable rates which will then be allocated equitably between Cape's clients. Differences in price or other transaction costs may have been obtained had such orders been placed independently. Using this process, transactions will be averaged as to price and transaction costs and allocated to Cape's clients in the same proportion as the quantity of orders placed for each client account for the day. If Cape is unable to obtain execution on all the combined orders at a price or transaction cost that Cape believes is desirable, Advisor will allocate the remaining securities by following Advisor's order allocation procedure.

5. Client Responsibilities

Client acknowledges that Cape will rely on the personal and investment related information on the Client Account Form and supplemental documents to advise the Account. Client agrees to give Cape and Portfolio Advisor prompt written notice of any significant change in the information provided by the Client or any other significant change in Client's financial or employment circumstances or investment objectives that might affect the manner in which Client's account should be managed. The client also agrees to provide Cape with such additional information as Cape or the Portfolio Advisor may request to assist it in managing the Account. Client shall also inform Cape of any investment restriction(s), guidelines, or limitations Client wishes to impose or which are imposed pursuant to a trust, financial plan, investment policy or similar document. Cape will make the final determination of whether or not the investment restrictions are reasonable and can be followed, which means this agreement may not be executed by Cape. All initial investment restrictions and investment guidelines applicable to the Account are shown in Schedule B.

The Portfolio Advisor will be available to Client during normal business hours for consultation regarding Client's financial circumstances and account management and will meet with Client periodically to discuss these matters.

6. Fees

The Account will be charged a monthly or quarterly investment advisory fee payable in arrears or in advance. The actual fee charged to the Account is set forth in either Exhibit A to this agreement or in a separate document attached to this agreement.

Please Check One:

This account is non-wrap fee account whereas the client is responsible for all transaction cost including transaction fees, postage fees, miscellaneous fees, exchange fees, etc.

This account is considered a wrap fee account meaning all transactions costs are included in the investment advisory fee. In which case the investment advisory fee is effectively split between Cape, Portfolio Advisor, and/or the platform/custodian firm. See Schedule H that is provided for complete disclosure on the wrap fee. The wrap fee will be no more than the maximum client fee.

(a) Payment

Regardless of the billing method, the Portfolio Advisor will be paid a portion of the fee collected by Cape in accordance with a written agreement between Cape and the Portfolio Advisor.

I. Billing In Arrears

The first payment for services rendered is due in the next month or quarter following the deposit into the account and will be based on the account value at that time. Thereafter, the fee charged will be based on the Account value on the last business day of the calendar month or quarter or as otherwise set forth by the platform provider selected. Cape will not be compensated on the basis of a share of capital gains or any potential capital appreciation of Client Account. If funds are not in the account at the time of billing, assets will be liquidated at Cape's discretion.

II. Billing In Advance

The first payment for billing in advance is due immediately upon Cape accepting this Agreement, opening an Account, and funding that Account as specified in the investment plan agreed upon by Client and Cape. Thereafter, the fee will be based on the Account value on the first business day of the calendar month or quarter, or as otherwise set forth by the platform provider selected. Cape will not be compensated on the basis of a share of capital gains or any potential capital appreciation of Client Account. If funds are not in the account at the time of billing, assets will be liquidated at Cape's discretion.

(b) Additions and Withdrawals

Client may make additions or withdrawals to the Account at any time, subject to Cape's right to terminate the management of an Account that falls below a minimum Account size. Client may withdraw Account assets upon notice to Cape, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for Account appreciation or depreciation within the billing period. Cape will not impose start-up, closing, or penalty fees in connection with the Account, unless one is charged by the platform provider, custodian and/or broker-dealer selected by Client and/or Advisor. Cape may participate in initial planning fees, if applicable, as well as other fees approved by the platform provider.

(c) Payment Method

The platform/clearing firm will not send an invoice to the Client prior to the payment date. The client is responsible for verifying the accuracy of the fee. The platform/clearing firm will not determine whether the fee is calculated properly. The frequency of billing will be either monthly or quarterly depending upon the frequency, platform or clearing firm selected.

(d) Fee Changes

Client understands and agrees that the fees set forth in this agreement shall continue until 30 days after Cape has notified the Client in writing of any change in the amount of the fee applicable to the Account. At such time, the new fee will become effective unless the Client notifies Cape Investment in writing that Client disagrees with the fee being charged. If Client disagrees with fee being charged and Client and Cape cannot agree on a fee; the parties agree this Agreement will be terminated and the Account closed.

(e) Other Fees and Charges

Depending upon the type of investments in Client portfolio, other fees and charges may apply separately and apart from any fees charged for advisory services provided by Cape. Custodial fees and trade execution fees will be charged to Client account directly by the service provider. Other embedded costs occur in some investments such as Mutual Funds, Exchange Traded Funds, Variable Annuity Sub-Accounts, as well as others which are not charged to the Client Account but reduce the investment return and have an impact on any potential yield derived from an investment. If Cape elects to utilize the services of a TPAM, those fees must be disclosed by Cape on Exhibit A and in the TPAM agreement.

Additionally, each custodian may have their own unique fee schedule for transaction charges & ancillary account charges. Ancillary charges are account servicing items such as account transfers, wire requests, security reorganizations, custodial fees for retirement accounts, retirement account transfers or conversions, banking services, etc. Depending on where the Client Account is established, the IAR is responsible for providing the Client with the respective custodian's fee schedule for transaction charges & ancillary account charges.

(f) Conflict of Interest

Fees and compensation shall be disclosed by Cape and approved by Client prior to the commencement of any fee sharing arrangement of this nature. TPAM platforms, clearing firms and custodians may share with Cape a part of the fee they charge Client.

7. Non-Exclusive Relationship

The Client acknowledges and agrees that Cape and Portfolio Advisor may act as an investment advisor to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Cape's or Portfolio Advisor's own accounts may differ from advice given or the timing and nature of action taken with respect to Client's account. The Client further recognizes that transactions in a specific security may not be accomplished for all Client accounts at the same time or at the same price. The client also acknowledges that in managing the Account, Cape or Portfolio Advisor may purchase or sell securities in which Cape, its officers, directors, or employees or Portfolio Advisor directly or indirectly, have or may acquire a position or interest.

8. Other Investment Accounts

The client understands that Cape and Portfolio Advisor manage other clients' investments and will continue to do so. The Client also understands that Cape, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own account(s), that differ from advice given to or action taken for Client. Cape is not obligated to buy, sell or recommend for Client any security or other investment that Cape or its affiliated persons may buy, sell or recommend for any other client or for their own account. This Agreement does not limit or restrict in any way Cape or any of its affiliated persons from buying, selling or trading in any securities or other investments for their own account.

Cape or its affiliated persons may provide services for, or solicit business from various companies, including issuers of securities that Cape may recommend or purchase or sell for client accounts. In providing these services, Cape or its affiliated persons may obtain material, nonpublic or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, Cape and its affiliated persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including Client. If Cape or any affiliated person obtains nonpublic or other confidential information about any issuer, Cape will have no obligation to, and if prohibited from, disclosing said information to Client or using it for Client's benefit.

9. Confidential Relationship

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by Client. Information and advice may be shared, as needed with third parties, in the management of Client's Account.

10. Proxy Voting

Client is responsible for voting of all proxies for securities held in the Account. Proxy materials will be forwarded to Client from the Custodian. Cape and Portfolio Advisor are expressly precluded from rendering any advice, or taking any action with respect to, the voting of any such proxies.

11. Assignment

This Agreement cannot be assigned or transferred in any manner by any party without prior written consent to all parties receiving services under the Agreement.

12. Minimum Account Size

The minimum size for an Account is \$ 25,000. Should the market value of the Account fall below the stated minimum, Cape shall have the right to require that additional monies or securities be deposited to bring the Account value up to the required minimum or to close the Account. An exception can be made, at the sole discretion of Cape, for accounts below the \$25,000.00 stated minimum specifically if the account is or are aggregated with other accounts from the same household.

13. Termination

Either party may terminate this Agreement at any time without penalty. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. Upon termination, it is the Client's responsibility to monitor the securities in the Account, and neither Cape nor Portfolio Advisor will have any further obligation to act or advise with respect to those assets. For accounts billed in arrears, Client will be billed for any partial, monthly or quarterly fee incurred on a pro-rata basis. For accounts billed in advance, Client will be refunded fees on a pro-rata basis calculated upon the number of days left in the billing cycle.

14. Death or Disability

If Client is a natural person, the death of client will terminate the contract. Disability or incompetency of Client will not terminate or change the terms of this Agreement. Client's guardian, attorney-in-fact, or other authorized representative may terminate this Agreement at any time.

15. Representations

- A. Cape Investment Advisory, Inc. represents that it is registered as an SEC registered investment advisor under the Investment Advisors Act of 1940 and is authorized and empowered to enter into this Agreement.
- B. Portfolio Advisor represents that it is a Cape registered investment advisor representative and has been designated by Cape to provide services to Client. Portfolio Advisor is properly registered, or under an applicable exemption, to provide services to Client in their home state.
- C. Client represents and confirms that he/she:
- (1) if Client is:
 - i. an individual, Client represents that he or she is of legal age, or
 - ii. a corporation, partnership or limited liability company, the person signing this Agreement for Client represents that he or she is authorized to do so by Client.
 - (2) has full power and authority to enter into this Agreement.
 - (3) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and,
 - (4) this Agreement has been duly authorized and will be binding according to its terms and Client will inform Cape of any event that may affect this authority or the propriety of this Agreement.
- D. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Cape and/or Portfolio Advisor are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, Client and that such trustee or fiduciary is duly authorized to enter into and renew this Agreement. The trustee or fiduciary shall provide Cape with copies of the governing instruments authorizing the establishment of the Account. The trustee or fiduciary undertakes to advise Cape of any material change in his or her authority or the propriety of maintaining the Account.

16. ERISA and Other Retirement Accounts

This section and Section 13 apply if the Account is for a

- (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA");
- (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or
- (c) an individual retirement account ("IRA") under Section 408 of the Code.

If the Account is subject to the provisions of ERISA, Cape and Portfolio Advisor acknowledge they are a "fiduciary" as defined in that Act with respect to performing their duties under this Agreement.

Client agrees to maintain appropriate ERISA bonding for the Account and to include within the coverage of the bond Cape, Portfolio Advisor and their personnel as may be required by law. Client represents that employment of Cape, and any instructions given to Cape and/or Portfolio Advisor regarding the Account, are consistent with applicable plan and trust documents. Client agrees to furnish to Cape copies of such governing documents.

The person signing this agreement on behalf of Client also acknowledges its status as a "named fiduciary" with respect to the control and management of the assets held in the Account and agrees to notify Cape promptly of any change in the identity of the named fiduciary with respect to the Account. The Client also acknowledges that the Account is only a part of the plan's assets, and that Cape and Portfolio Advisor are not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents.

Client represents that Cape has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Advisor. Client will furnish promptly to Cape any amendment to the plan, and Client agrees that, if any amendment affects the rights or obligations of Cape, such amendment will be binding on Cape only when agreed to by Cape in writing. If the Account contains only a part of the assets of the plan, Client understands that Cape will have no responsibility for the diversification of all of the plan's investments, and that Cape will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Cape and its affiliated persons.

17. Risk

Cape and Portfolio Advisor do not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that may be used, or the success of Cape's overall management of the Account. The client understands that investment recommendations made for Client's Account by Cape are subject to various market, currency, economic, political and business risks, and that those investment recommendations may not always be profitable. Cape will advise only on the securities, cash, and other investments held in Client's Account and in making investment decisions for the Account, Cape will not consider any other securities, cash, or investments owned by Client unless Client has specifically identified them to Cape in writing. Except as may otherwise be provided by law, Cape and Portfolio Advisor will not be liable to Client for (a) any loss

that Client may suffer by reason of any investment recommendation or decision made or other action taken or omitted in good faith by Cape with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Cape's adherence to Client's instructions; or (c) any act or failure to act by the

Custodian, any broker or dealer to which Cape directs transactions for the Account, or by any other third party. 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 Client may have under those laws.

18. Indemnity

Client agrees to indemnify and hold Cape harmless from any loss, claim, or cause of action arising out of or relating to: (i) any debit balance, margin balance, or other Client liability arising from or relating to any service applicable to the Account, (ii) Cape's alleged action or failure to act under circumstances in which Client has acknowledged pursuant to Section 16 hereof that Cape has no obligation to act; (iii) any act or omission of Cape in good faith, the right and permissibility of which Client has acknowledged in Section 16 hereof; (iv) any alleged failure by Client to receive a notice, disclosure, report, or other information if said failure is attributable in substantial part to the failure by Client to provide updated physical or email addresses. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal and state securities laws.

19. Legal Proceedings

Cape or Portfolio Advisor shall have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies and class actions.

20. Notice

Any notice or other communication required or permitted to be given pursuant to this agreement shall be deemed to have been duly given when delivered in person, or sent electronically, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Cape Investment Advisory, Inc. or Portfolio Advisor should be sent to Cape Investment Advisory, Inc. 1600 Pennsylvania Avenue, McDonough, GA 30253. All notices or communications to Client will be sent to the address contained in the application or other supplemental documents pertaining to the Account unless Client consents to receive notice via electronic communication.

21. Applicable Law

This Agreement will be interpreted under the laws of the State of Georgia, without reference to principles of conflict of laws, provided that there is no inconsistency with federal laws.

22. Entire Agreement

This Agreement represents our entire understanding with regard to the matters specified herein.

23. Severability

If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

24. Disclosure Document

Client acknowledges receipt of Cape Investment Advisory, Inc.'s Form ADV Part 3, and Part 2 or similar disclosure document. Client has the right to terminate this Agreement without penalty within five business days after entering into the Agreement. The client also acknowledges that they reviewed and understand the risk factors and the fees associated with the Account. Client acknowledges receipt of Cape's Privacy Policy prior to or at the time of entering into this agreement. Client may choose to opt out of information sharing by notifying Cape in writing at the address provided in Section 20.

25. Amendments

Cape shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Cape has notified Client in writing of any change, or such later date as is established by Cape.

26. Waiver

Cape's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Cape of any of its rights or privileges.

27. Electronic Signature: The parties agree that this agreement, and all subsequent documents, may be electronically signed. By consenting you are agreeing not to receive paper copies of documents by mail, that you have an email account, and that you have a computer with an internet browser able to run Adobe Acrobat Reader. A free version of Adobe Acrobat Reader is available at www.adobe.com. Upon our receipt of this Consent signed by you, electronic delivery will begin and will remain in effect unless revoked by Cape or by you. If we are unable to notify you electronically, we may, at our sole and absolute discretion, discontinue electronic delivery and send all future account documents in paper form. You understand that electronic delivery will expose the documents to the normal risks associated with viewing information via the internet. If your email address changes, you agree to provide Cape with the new information. You may revoke your consent to electronic delivery at any time by calling us at 770-400-9862, or by writing us at our address, or via email to RIACompliance@capesecurities.com. Your revocation is only effective after we receive and process your request. If you revoke your consent to electronic delivery you will receive future documents in paper form sent to the address indicated for your account.

Primary Client Initials: _____ **Joint Client Initials:** _____

AGREEMENT TO ARBITRATE CONTROVERSIES

28. Arbitration Provision

Any dispute involving Client relating to this Agreement that cannot be settled shall be taken to arbitration as set forth in the paragraph below as permitted by law. If arbitration is not permitted by statute or court decision venue and jurisdiction for the commencement of any legal action shall be in Henry County, GA.

I understand that this agreement contains a pre-dispute Arbitration Clause. By signing an arbitration agreement, the parties agree as follows:

- A All parties to this agreement are giving up the right to sue each other in court. Including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C The ability of the parties to obtain documents, witness statements and other discoveries is generally more limited in arbitration than in court proceedings.
- D The arbitrators do not have to explain the reason(s) for their award.
- E The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- H This agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such a waiver would be void under the federal securities.
- I The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.

It is agreed that any controversy between Client and Cape Investment Advisory, Inc. arising out of the business of Cape Investment Advisory, Inc. or this Agreement, except for those disputes between the parties arising under the federal securities laws which are or are held to be non-arbitrable as a matter of law, shall be submitted to arbitration conducted under the Code of Arbitration Procedures, then applying, of the American Arbitration Association. Arbitration proceedings must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. The award of the arbitrators, or a majority of them, shall be final and judgment may be entered thereon. Any judicial proceedings relating to the arbitration or to this Agreement shall be conducted in a state or federal court in Henry County, Georgia, and I agree (a) to submit to the jurisdiction of any such court, (b) that any such court constitutes a convenient forum, and (c) that process may be served by certified mail, return receipt requested at my last address known to Cape Investment Advisory, Inc. As used in this paragraph, the term "Cape Investment Advisory, Inc." shall be deemed to include Cape Investment Advisory, Inc., its Portfolio Advisors, representatives, agents, and personnel. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any persons who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect

to any claims encompassed by the putative class action until: (I) the class certification is denied; or (ii) the class is decertified; or (iii) the person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. If more than one, all Clients to this Agreement must sign. If any signatory is a fiduciary, the capacity in which he or she is acting must be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, LOCATED ABOVE.

Client Name (print): _____ Client Signature: _____

Accepted by Client Date: _____

Client Name (print): _____ Client Signature: _____
(Joint/Co-Trustee) Joint/Co-Trustee

Accepted by Client Date: _____

Client Address: _____

City, State Zip: _____

Client Email Address: _____

INVESTMENT ADVISER REPRESENTATIVE

Investment Adviser Representative Name (print): _____

Investment Adviser Representative Signature: _____

Accepted by Investment Adviser Representative Date: _____

Branch Address: _____

HOME OFFICE USE ONLY

Cape Investment Advisory, inc. Principal Name (print): _____

Cape Investment Advisory, Inc. (Principal Signature): _____

Accepted by Cape Investment Advisory Date: _____

RIA Address: 1600 Pennsylvania Avenue McDonough, GA 30253

*Client and Portfolio Advisor agree to the following fee schedule below. Cape’s agreement to the fee is signified by is acceptance of the Agreement. The minimum account size is \$25,000. The annual fee for Cape's services will be charged as a percentage of assets under management, according to the schedule below:

Asset Amount	Max Advisory Fee	IAR Fee	RIA Fee	TPAM Fee	Total Advisory Fee
Up to \$250K	2.75%		0.25%		
\$250K - 500K	2.50%		0.25%		
\$500k - \$1M	2.25%		0.25%		
\$1M - \$2M	2.00%		0.25%		
\$2M - \$5M	2.00%		0.25%		
Above \$5M	2.00%		0.25%		

*Additional fees may apply for custodial fees, third-party asset management (TPAM), additional services. (See Advisory Agreement pg. 3, section 6e.)

Accounts will be billed in arrears unless Client and Cape execute an agreement to the contrary, subject to Cape's approval.

Client and Portfolio Advisor choose billing by Cape to be executed: **Quarterly** or **Monthly**

Advance or **Arrears**

Portfolio Fees

All values shown are in annual fees. For example, a 2.00% Advisory Fee indicates that the annual management fee for the client is two percent of the assets for the specified tier(s).

Customizing Fees

The Advisory Fee listed above is the maximum fee the client account can be charged. The fees can be modified to reduce the Advisory Fee but not to increase it.

* **Note:** RIA fee are firm level fees that cannot be changed by Portfolio Advisor.

Primary Client Initials: _____

Joint Client Initials: _____

ACCOUNT(S) UNDER MANAGEMENT

Please list any and all accounts that are to be managed pursuant to this Agreement. Client hereby elects to utilize the services of the indicated custodian(s). The Client will be required to furnish information and execute documents as requested by the custodian(s), including but not limited to account opening documents, trade and fee deduction authorizations. ***Note** if no account number, please enter "TBD".

Custodian	Account Owner(s)	Registration Type	Account Number	ERISA (Y/N)	Approx. AUM

INVESTMENT RESTRICTIONS
