

I. PARTIES

THIS AGREEMENT between Lionshare Partners LLC ("Adviser") and _____ (Client), with effect from the time Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide advisory services for the Client's investment account(s).

II. APPOINTMENT AS INVESTMENT ADVISER

The Client hereby retains the Adviser and the Adviser hereby agrees to provide investment management services with respect to certain assets of the Client (the "Portfolio") in accordance with the terms and conditions set forth below.

III. INVESTMENT SUPERVISORY SERVICES

The Adviser will determine a target Portfolio allocation between various asset classes (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by the Client to the Adviser. The Adviser will periodically review the Portfolio and implement changes that the Adviser deems appropriate. The Adviser may change the target asset class allocations, and/or the specific assets held in the Portfolio. The Adviser will provide its services on a discretionary basis, and will not require advance notice or seek the Client's consent for any changes to the Portfolio. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for notifying the Adviser of any transactions or holdings that appear to be in error or inconsistent with the Client's investment objectives. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement. The Adviser will not provide ongoing services to the Client or the Portfolio, except as noted above.

When using an outside manager, The Adviser will determine a target Portfolio allocation between various asset classes (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by the Client to the Adviser, as well as refer Client to an outside money management firm. Adviser will monitor the Client's account, work with the outside money management firm on behalf of the Client, and on at least an annual basis, Adviser will be available to meet with the Client to discuss any changes to the Client's personal or financial situation that may affect their Account. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for review-

ing trade confirmations and account statements provided by the Portfolio's custodian.

IV. CUSTODY OF ASSETS

The Adviser does not hold or receive any of the Client's funds or securities, other than payment for the Adviser's services. The Portfolio's assets will be held by a custodian selected by the Client, and the Client will be solely responsible for paying all of the Custodian's fees. Client understands that Adviser is not authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Client shall direct the Custodian to segregate the assets of the Account and to invest and reinvest them in accordance with the directions transmitted by Adviser. Client understands that Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the account. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all accounts from the custodian on at least a quarterly basis.

V. CONFIDENTIAL RELATIONSHIP

Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, Lionshare Partners LLC which Client acknowledges receiving, and which is currently available on Adviser's website and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.

VI. VOTING PROXIES

Adviser shall not vote any proxies for securities purchased for Client's Account.

VII. CLASS ACTION SETTLEMENT CLAIMS

The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client.

VIII. CODE OF ETHICS

Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2, and which will be provided to Client upon request.

IX. FEES

The fees for services under this Agreement shall be calculated and paid on in accordance with the rate set forth in the attached Fee Schedule (Schedule A) and FORM ADV filed with the State of Texas. Client hereby authorizes the custodian to pay Lionshare Partners' fees by deducting same automatically from his or her custodial account. Lionshare Partners or the designated custodian will send

Client a quarterly statement showing the amount of Lionshare Partners' fees, the account value on which Lionshare Partners bases its fees and/or retainer, and how it calculated those fees and/or retainer.

X. VALUATION

In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value.

XI. RELATED TRANSACTIONS

The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may affect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may effect transactions for the Account at the same or different times.

XII. ACCOUNT STATEMENTS

Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements to Client.

XIII. VERBAL INSTRUCTIONS ACCEPTABLE

By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon. Schedule B which is attached hereto, and made an express part of this Agreement and which is hereby incorporated by reference herein, shall set forth the names of the specific individuals who shall have the authority to grant verbal and/or written instructions to the Adviser, and shall be effective until Adviser receives written notification from Client that any person referenced on Schedule B no longer has such authority

XIV. LIMITED LIABILITY

The Adviser shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of applicable law or an act of bad faith or gross negligence by the Adviser concerning its duties under this Agreement. Furthermore, the Adviser, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, custodian or another third party.

XV. NON-WAIVER OF RIGHTS BY CLIENT

Federal securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal securities laws.

XVI. TERMINATION/ASSIGNMENT

Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to

terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days written notice by either party.

XVII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of TX except to the extent that the federal securities laws shall otherwise be controlling.

XVIII. VENUE

In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in TX.

XIX. ARBITRATION

Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that 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 or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.

XX. MISCELLANEOUS

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

XXI. RECEIPT OF FORM ADV, PART II A & B and PRIVACY POLICY

Client acknowledges receipt and review of Lionshare Partners' most recent FORM ADV Part II A, filed with the State of Texas, and Part II B at or before the execution of this Agreement, and further acknowledges receipt of Lionshare Partners' Privacy Policy. Client agrees to receive an offer of any future amendments to and annual deliveries of Lionshare Partners' FORM ADV Part II A, Part II B and the Privacy Policy.

Schedule A – Investment Management & Comprehensive Financial Planning Fee Schedule

Our standard advisory fees are negotiable, capped at \$20,000, are pro-rated and paid in advance on a quarterly basis. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement. An inflation adjustment will be assessed to the fee every 3 years based on Consumer Price Index. A new agreement will need to be executed prior to each time the fee is adjusted. In some instances, a one-time upfront fee for financial planning onboarding may be assessed. This fee ranges between \$0-\$15,000 based on complexity and needs of the client. The upfront fee is for data gathering, client discovery and onboarding, however, LP will not bill an amount above \$500.00 more than 6 months in advance of services rendered.

When an Outside Manager is used, LP will debit the client’s account for LP’s fee, and the Outside Manager will debit the client’s account the Outside Manager’s fee. Please note, the above fee schedule does not include the Outside Manager’s fee. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement.

Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 calendar days in advance. Upon termination of the account, any unearned fee will be refunded to the client.

Held Away Account Services - Billing

We charge an annual fee for the services provided to these held away accounts, which is deducted from an account under our Investment Management Service on a quarterly basis in advance or by other means such as invoicing. Fees are based on the assets within these accounts, and are charged at (.25%) annually according to the valuation of the accounts at the close of the quarter as valued by the account custodian. This fee is charged in addition to investment management and comprehensive financial planning fees. Clients will receive an itemized invoice for this additional .25% fee. This fee is charged quarterly in advance.

The following describes the final fee arrangement agreed to by both parties:

Upfront \$ _____

Quarterly \$ _____

Client Initials: _____

FOR PERSONAL ACCOUNTS ONLY

Schedule B – Client Information and Profile

Name: _____

Date of Birth: _____

Employment Status:

- Employed
- Self-Employed
- Retired
- Non-Employed

Name: _____

Date of Birth: _____

Employment Status:

- Employed
- Self-Employed
- Retired
- Non-Employed

Schedule B (Continued) – Client Information and Profile

Marital Status: _____ **Marital Status:** _____
Number of Dependents: _____ **Number of Dependents:** _____
Name of Employer: _____ **Name of Employer:** _____
Occupation: _____ **Occupation:** _____
Years of Employment: _____ **Years of Employment:** _____

This section must be completed by the Client in order for Adviser to confirm that the investment strategy chosen is appropriate for the Client's circumstances. If this account is for an Entity, please complete the following section using the Entity's information, and not that of the authorized signer(s).

<u>Combined Annual Income:</u>	<u>Net Worth:</u> (Excluding real estate)	<u>Percentage of Assets Currently Managed by Adviser:</u>
<input type="checkbox"/> \$0 - \$20,000	<input type="checkbox"/> \$50,000 - \$100,000	<input type="checkbox"/> Less than 10%
<input type="checkbox"/> \$20,001 - \$50,000	<input type="checkbox"/> \$100,001 - \$250,000	<input type="checkbox"/> Between 10% and 50%
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$250,001 - \$500,000	<input type="checkbox"/> Between 50% and 90%
<input type="checkbox"/> \$100,001 - \$200,000	<input type="checkbox"/> \$500,001 - \$1,000,000	<input type="checkbox"/> More than 90%
<input type="checkbox"/> \$200,001 - \$500,000	<input type="checkbox"/> \$1,000,001 - \$5,000,000	
<input type="checkbox"/> \$500,001 - \$1,000,000	<input type="checkbox"/> Over \$5,000,000	
<input checked="" type="checkbox"/> Over \$1,000,000		

Investment Experience: Please check the appropriate experience with the following types of investment vehicles.

	None	Limited	Moderate	Extensive
Equities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mutual Funds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Equities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Schedule C – Authorized Persons

List of persons authorized to provide instructions on account to Adviser.

Name: _____

Name: _____

Name: _____

