

## 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 financial planning services with respect to certain assets of the Client (the "Financial Profile") in accordance with the terms and conditions set forth below.

## III. INVESTMENT SUPERVISORY SERVICES

### Comprehensive Financial Planning

This service involves working one-on-one with a planner over an extended period of time. By paying a monthly fixed fee, clients get continuous access to a planner who will work with them to design their plan. The planner will monitor the plan, recommend any changes and ensure the plan is up to date.

Upon desiring a comprehensive plan, a client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefit, retirement planning, insurance, investments, college planning and estate planning. Once the client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis and potential changes to their current situation will be reviewed with the client. Clients subscribing to this service will receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. If a follow up meeting is required, we will meet at the client's convenience. The plan and the client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the client to confirm that any agreed upon action steps have been carried out. On an annual basis there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time.

### Financial Planning - Project Based

We provide financial planning services on topics such as retirement planning, risk management, college savings, cash flow, debt management, work benefits, and estate and incapacity planning.

Financial planning is an evaluation of a client's current and future financial state by using currently known variables to predict future cash flows, asset values and withdrawal plans. The key defining aspect of financial planning is that through the financial planning process, all questions, information and analysis will be considered as they affect and are affected by the entire financial and life situation

of the client. Clients purchasing this service will receive a written or an electronic report, providing the client with a detailed financial plan designed to achieve his or her stated financial goals and objectives.

## 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.

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Schedule A—Fee Schedule

**Financial Planning Only - Project Based**

Financial Planning will generally be offered on a fixed fee basis. The fixed fee will be agreed upon before the start of any work. The fixed fee can range between \$0 and \$15,000. The fee is negotiable. If a fixed fee program is chosen, half of the fee is due at the beginning of process and the remainder is due at completion of work, however, LP will not bill an amount above \$500.00 more than 6 months in advance. Fees for this service may be paid by electronic funds transfer or check. Upon termination, the half of the fee that is due up front will be non-refundable, and no further fees will be charged.

**Financial Planning (Hourly)**

Financial Planning may also be offered at an hourly rate between \$250 per hour (minimum of 4 hours). The fee may be negotiable in certain cases and is due at the completion of the engagement. In the event of early termination by client, any fees for the hours already worked will be due. Fees for this service may be paid by electronic funds transfer or check.

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

Select One:

Financial Planning Project Based - Fee \$ \_\_\_\_\_

Hourly rate of \_\_\_\_\_

Client Initials: \_\_\_\_\_

**Schedule B – Authorized Persons**

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

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

