

TAYLOR & WILLIAMS, INC.  
INVESTMENT ADVISORY  
AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Taylor & Williams, Inc. (hereinafter referred to as the "Advisor"), a Florida corporation having its principal place of business located at 16502 N Dale Mabry, Tampa, FL 33618 and the client whose name and address are listed below (hereinafter referred to as the "Client").

**Client Name:**

\_\_\_\_\_

**Client Address:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

( ) - \_\_\_\_\_  
Phone Number

**WITNESSETH**

**WHEREAS,** The Advisor is a Registered Investment Advisor; and

**WHEREAS,** The Advisor is in the business of providing investment advisory services; and

**WHEREAS,** The Client desires to retain Advisor for the purpose of obtaining personalized investment advisory services.

**NOW THEREFORE,** in consideration of the premises and mutual promises contained in the Agreement, the parties agree as follow:

**1. ADVISORY SERVICES.**

The Client hereby retains the Advisor, and the Advisor hereby agrees to provide investment management services with respect to certain assets of the Client (the "Portfolio"). The Advisor may invest and reinvest the assets held in the Client's Portfolio in securities of any kind, cash or cash equivalents. All investments shall be made in accordance with the

Client's investment objectives and other information as disclosed to the Advisor.

**2. TRADING AUTHORIZATION.**

The Advisor is authorized to act with full discretion in deciding when to purchase, sell, exchange, convert, exercise or trade in stocks, bonds, annuities, mutual funds and any other securities in accordance with the terms and conditions of Client's Investment Policy Statement. In all such purchases, sales, conversions, exercises, exchanges or trades, as well as in all other matters necessary or incidental to the furtherance or conduct of such transactions, the Advisor is authorized to act for the Client and on the Client's behalf in the same manner and with the same force and effect as Client might or could do.

**3. IMPLEMENTATION.**

The Client is free to obtain legal, accounting, and brokerage services from any professional source to implement the recommendations of Advisor, and is free at all times to accept or reject any recommendation made by Advisor. The Client acknowledges that he/she has the sole authority with regard to implementation, acceptance, or rejection of any counseling or advice from the Advisor.

**4. CUSTODY OF ASSETS.**

Client agrees to accept responsibility for the prompt delivery of cash or securities to settle security transactions effected on behalf of Client by the Advisor. Client shall appoint Charles Schwab & Co. (as "Custodian").

The Advisor shall not take possession of or maintain custody of the Client's funds or securities, but shall simply monitor the holdings within the Portfolio and make trades within the Portfolio pursuant to the authorization granted by the Client. Possession and custody of said funds and/or securities shall be maintained by the Custodian chosen above.

**5. RESPONSIBILITY OF THE CLIENT.**

The Client agrees to discuss his/her needs, goals and projected future needs candidly with Advisor and to keep Advisor informed of changes in his/her situation.

The Client agrees to set forth his/her investment objectives in a Client's Investment Policy Statement, which highlights various factors, including, but not limited to the Client's; (i) liquidity needs; (ii) risk

tolerances; (iii) investment time frames; and (iv) tax status. The Client acknowledges that Advisor cannot adequately perform its services on the Client's behalf unless the Client performs such responsibilities on his/her part and that Advisor's analysis and recommendations are based, in-part, on the information provided by the Client.

The Client agrees to permit Advisor to consult with and obtain information from his/her accountant and/or attorney, which may be relevant in development of and maintaining the Client's Portfolio. It is at the Advisors discretion to determine the value of the information received from the Client's accountant and/or attorney, and the Advisor is under no obligation to rely solely on this information.

**6. RESPONSIBILITY OF THE ADVISOR.**

The Advisor will act at all times in a fiduciary capacity with respect to Client assets, and shall at no time have custody or physical control of the Client assets. The Advisor will exercise good faith in negotiating the commissions paid with respect to transactions involving the Portfolio assets and will seek on behalf of the Client to obtain the best price and best execution for each transaction.

**7. CONFIDENTIAL RELATIONSHIP.**

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 may be required by law, or except upon the prior written approval of the other party to this Agreement.

**8. BASIS OF ADVICE.**

The Client acknowledges that the Advisor obtains information from a wide variety of publicly available sources and that Advisor has no sources, and does not claim to have sources, of inside or private information. The recommendations developed by the Advisor are based upon the professional judgment of the Advisor and its individual professional counselors and neither the Advisor nor its individual counselors can guarantee the results of any of their recommendations. Client at all times may elect unilaterally to follow or ignore completely or in part any information, recommendation or counsel given by the Advisor under this Agreement.

**9. ADDITIONS AND WITHDRAWALS.**

The Client may make additional cash contributions and/or withdrawals from his/her Portfolio at any time. However, the Client must promptly notify the Advisor of any such contributions/withdrawals, as such contributions/withdrawals may have an impact upon the Advisor's management of the Portfolio and/or may adversely effect the performance of the Portfolio.

**10. EXPENSES.**

The Client shall pay all expenses related to the Portfolio, including, but not limited to, any costs, of safekeeping, transport, acquisition, and disposition, such as brokerage and other execution costs, custody fees and margin cost, assessed by third parties.

**11. MANAGEMENT FEE.**

The Client agrees to pay a fee quarterly, in advance, for the advisory services provided by the Advisor pursuant to this Agreement. The Advisor's fee will be based on a percentage of the fair market value, as determined in good faith by the Advisor, of all assets held in the Client's Portfolio on the last day of the preceding calendar quarter. The fee schedule is as follows:

<u>Assets under Management</u>	<u>Annual Fee Rate</u>
\$0 - \$ 100,000	1.50%
\$100,001 - \$1,000,000	1.00%
\$1,000,001 and up	0.85%

The fee schedule applies to all assets under management. As total Client Portfolio values exceed each level, either through asset growth or additional deposits, the management fee will be adjusted accordingly from that time forward. Fees are non-negotiable.

For new Client Portfolios opened in mid-quarter, the fee will be pro-rated based on the total number of days that the Client's Portfolio is open during the quarter.

The Advisor provides all Clients with a quarterly fee notification setting forth the fee amount.

The net asset value of the Portfolio (securities, cash, and cash equivalents) under management shall be valued by the Advisor, in good faith, at the close of the New York Stock Exchange, or other stock exchanges, on the last day of each calendar quarter. For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded. If there were no sales on the closing date of the proceeding calendar quarter, then the value of such

securities and/or other instruments traded on a market will be based on the mean between the closing bid and asked prices on such date. Other readily marketable securities and other instruments shall be priced using a pricing service or through quotations or statements received from one or more dealers and all other assets shall be valued at fair value by the Advisor whose determination shall be conclusive.

## 12. PAYMENT AUTHORIZATION.

The Client has the option to have the Management Fee, pursuant to Item 11; paid to the Advisor from their Portfolio by the Custodial firm or the Advisor can bill the Client directly. If the Client authorizes the Advisor's fee be paid directly from their Portfolio, fee will be paid; (1) from free credit balances, if any, in the Portfolio; and (2) from the liquidation or withdrawal of the Client's shares from any money market investment. To the extent that such assets are insufficient to satisfy payment of the Advisor's fee, a portion of the Portfolio assets may be liquidated. The Client understands that if such liquidation occurs, it may affect the relative balance of the Portfolio.

For those Clients who authorize the Management Fee payment to be debited from their Portfolio, the Advisor will send an invoice to the Custodian showing the amount of the fee due. A statement will also be sent to the Client showing the amount of the fee, the fair market value of the Client's Portfolio on which the fee is based, and how the fee was calculated. It is the Client's responsibility to verify the calculation of the fee. The Custodian will not determine if the Advisor has properly calculated the fee.

## 13. TERMINATION.

The Client has the right to terminate this Agreement without penalty within five (5) business days after entering into this Agreement. Thereafter, either party upon thirty- (30) days written notice may terminate this Agreement at any time. This allows the Advisor sufficient time to finalize transactions and enable the delivery of final statements and release of documents.

In the event of termination after five (5) business days from the execution of this Agreement, Client will be entitled to a pro-rated refund of any prepaid quarterly advisory fee based upon the number of days remaining in the quarter after receipt of written notice of cancellation.

## 14. NON-EXCLUSIVE ADVISORY SERVICES.

It is understood that the Advisor performs

investment advisory services for various clients, and the Client understands and agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ, from advice given to the Client. With regards to time spent or action taken on the Client's Portfolio and those of other clients, it is the Advisor's policy, to the extent practical, to allocate investment opportunities on a fair and equitable basis to all clients.

The Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Portfolio. The Advisor is under no obligation to initiate the same transaction, or recommendation for the Portfolio in any security or other asset which the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor may have purchased or sold for their own account.

Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts.

Client also understands that cash awaiting investment or reinvestment may be invested in cash balances or money market funds with the Custodian. In no event shall the Advisor be obligated to effect any transaction for Client which would violate any applicable federal or state law, rule, or regulation, or the rules or regulations of any regulatory or self-regulatory body.

## 15. FOR ERISA CLIENTS ONLY.

If this Agreement is entered into by a trustee or other fiduciary, including, but not limited to someone meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 (ERISA) of an employee benefit plan subject to ERISA, such trustee or fiduciary represents and warrants that Client's participation in the services offered by the Advisor is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish the Advisor with such documents, as they shall reasonably request with respect to the foregoing. Client further agrees to advise the Advisor of any event, which might affect this authority, or the validity of the Agreement. Client additionally represents and warrants (i) that the governing instruments provide that an "investment advisor" as defined under ERISA may be appointed, and (ii) that the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined under ERISA) who has

the power under the plan to appoint an investment manager. If Client is a corporation, the party executing this Agreement on behalf of Client represents that execution of this Agreement has been duly authorized by appropriate corporate action.

## 16. PROXIES.

The Advisor is hereby expressly precluded from voting proxies. Client understands and agrees that Client retains the right to vote all proxies, which are solicited for securities held in the Portfolio. Any proxy solicitation received at the Advisors place of business will be immediately forwarded to the Client for their evaluation and decision.

## 17. LIMITATION OF LIABILITY.

Since the services referred to herein be advisory in nature, the Client expressly understands and agrees that the Advisor shall not be held liable in any way relating to the performance of any investment vehicle utilized by the Client. Including, any outcome of a decision made in connection with the full or partial implementation of any of the recommendations made by the Advisor; provided that, the Advisor has complied with all federal and state laws and/or regulations regulating the provision of investment advisory services.

The Client agrees that, in the absence of fraud, willful misconduct, or willful negligence on the part of the Advisor, the Advisor shall not be responsible in any way whatsoever for any loss incurred by reason of any act or omission of the Client, any custodian, or any brokerage firm. The Client does not waive any rights under the Investment Advisors Act of 1940 or the Florida Securities and Investor Protection Act, Chapter 517 of the Florida Statutes. However, the Client understands that profits cannot be assured on any transaction, and neither the Advisors acceptance of the Client's Investment Policy Statement nor any other provision of this Agreement shall be considered a guarantee that the overall investment effort will be profitable or any specific result will be achieved. It is further understood that the Advisor is acting as the agent of Client and other property in the Portfolio are held and traded solely at and for the risk of Client.

In addition, the Client agrees that, the Advisor shall have no liability to the Client or any other person for any loss or other harm to any property in the Portfolio, whether held in the custody of the Custodian or any other person. Including, any harm to any property in the Portfolio held in the custody of the Custodian resulting from the insolvency of the Custodian or any acts of the agents or employees of the Custodian. Regardless of whether or not the Securities Investor

Protection Corporation ("SIPC") or any other insurance, which may be carried by the Custodian, covers the full amount or such loss. The Client understands that SIPC provides only limited protection for the loss of property held by a custodian.

The Advisor shall not be liable or responsible for any act or failure to act of any broker, bank or similar agent utilized by the Advisor effecting any transaction on Client's behalf, or for the financial solvency of any such broker, bank or agent.

The Advisor shall not be held liable for Client's failure to inform the Advisor in a timely manner of any material changes in Client's financial circumstances, which might affect the manner in which Client's assets are allocated.

These provisions shall not in any way restrict or waive any remedies or rights of action, which Client may have pursuant to applicable federal and state laws and/or regulations.

## 18. SEVERABILITY.

If any term, provision, duty, undertaking or obligation of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable.

## 19. ASSIGNMENT.

No assignment of this Agreement shall be made without the Client's express consent.

## 20. ARBITRATION.

It is agreed and understood between the parties that any controversy or dispute arising between the parties in respect to this Agreement shall be resolved through arbitration. Client is aware that:

- (a) Arbitration is final and binding on the parties.
- (b) The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
- (c) Pre-arbitration discovery is generally more

limited than and potentially different in form and scope from court proceedings.

- (d) The arbitration award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

To the extent permit by law, all controversies which may arise between the client, the advisor or any of their affiliated companies concerning any transaction arising out of or relating to any portfolio maintained by the client, or the construction, performance, or breach of this or any other agreement between the advisor and client whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration procedure of the American Arbitration Association. Arbitration must be commenced by service upon the advisor, or any, as the case may be, of a written demand for arbitration or a notice of intention to arbitrate, therein selecting the arbitration tribunal. If client does not make such election by registered mail addressed to {the Company Name and address}, within ten (10) days after the advisor mails a notice requesting such election, then the advisor may make such election on clients behalf. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this agreement shall be determined pursuant to the laws of the State of Florida and the code of arbitration procedure of the American Arbitration Association. This agreement supersedes any and all preexisting agreements and/or understandings.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claim encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer 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.

## 21. RECEIPT OF DISCLOSURE DOCUMENT.

Client hereby acknowledges delivery and receipt of the Advisor's Form ADV Part II. Unless Client received the Advisor's Form ADV Part II at least

forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of such cancellation to the Advisor. In such case, Client shall be responsible for any transactions executed prior to receipt of the written notice of cancellation.

Client understands the investment approach, related risk factors, and the fees associated with participating in the services offered by the Advisor. This Agreement will not take effect until the Advisor has accepted the Portfolio.

Client Initial Receipt of Brochure Document **X** \_\_\_\_\_

## 22. PRIVACY POLICY

On November 13, 2000 the SEC adopted Regulation S-P, privacy rules promulgated under Section 504 of the Gramm-Leach-Bliley Act, which requires the Advisor to protect "nonpublic personal information" about their customers from being distributed to nonaffiliated third parties unless consent has been specifically granted by the Client.

Therefore, Client hereby acknowledges delivery and receipt of the Advisor's Privacy Notice at the time they opened their account. Such notice reflects the Advisor's privacy policies and practices, and the options the Client has to "opt out" of any nonpublic information about them that may be distributed to a nonaffiliated third party.

Client Initial Receipt of Privacy Notice **X** \_\_\_\_\_

## 23. MISCELLANEOUS PROVISIONS.

- (a) **Captions** - Paragraph heading are for convenience only and are not of substantive effect.
- (b) **Entire Agreement/Amendments** - This Agreement embodies all understandings and agreements between the parties with respect to the subject matter contained herein. This Agreement may not be amended orally, but only to the extent evidenced by a written document executed by both parties.
- (c) **Florida Contract** - This Agreement shall be deemed a Florida contract and shall be governed and construed according to the laws thereof in a manner consistent with the Florida Securities and Investor Protection Act, Chapter 517 of the Florida Statutes, and the rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has hereunto signed this Agreement as of the date first written above.

**X** \_\_\_\_\_  
 Client Signature (Owner/Trustee)

\_\_\_\_\_  
 Client Name (Print or Type)

**X** \_\_\_\_\_  
 Client Signature (Joint Owner/Co-Trustee)

\_\_\_\_\_  
 Client Name (Print or Type)

\_\_\_\_\_  
 Title (if Fiduciary)

**Taylor & Williams, Inc.**  
**Registered Investment Advisor**

**By:** \_\_\_\_\_  
 Title: President & Principal

<u>Payment Method Election</u>	<u>Client Initials</u>
<input type="checkbox"/> Please bill my account.	_____
<input type="checkbox"/> Please bill me directly.	_____

<u>Account Value on Date Agreement Signed</u>		
<input type="checkbox"/> \$0 - \$100,000		1.50%
	Account Value \$ _____	
<input type="checkbox"/> \$100,001 - \$1,000,000		1.00%
	Account Value \$ _____	
<input type="checkbox"/> \$1,000,001 and up		0.85%
	Account Value \$ _____	