



FINANCIAL AGREEMENT

By this Agreement and instruction, _____ (“Client(s)”) retains Trustmont Advisory Group, Inc., a registered investment advisor (“Advisor”), to manage Client’s investment account(s) (the “Account”) and to manage subsequent substitutions, additions to, and withdrawals from the Account, and to provide additional services as requested in accordance with the following terms and conditions:

1. **Services of Advisor.**

Advisor will direct the investments of the Account with reference to Client’s investment objectives as communicated to Advisor in writing. It is understood that Advisor is serving as advisor and investment manager for a number of clients, and will not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security that Advisor, its principals, affiliates or employees may purchase or sell for its or their own account or recommend for purchase or sale to any other client. Except as otherwise provided in this Agreement, Advisor’s authority in managing the Account includes full discretionary power to purchase, sell and exchange securities and other monetized assets, exercise whatever rights that may be conferred on the holder of property held in the Account (except as specified in Section 10), and reinvest all proceeds. Client will execute instructions regarding Advisor’s trading authority as required by Custodian (as defined in Section 6).

In its performance of the services described in this Section 1, Advisor may retain one or more sub-advisors (each, a “Sub-Advisor”), for the purpose of managing the investments of any or all of the assets of the Account, subject to the Advisor’s oversight.

In addition to directing the Client investments, the Management Fee (as defined in Section 5) may also serve as a partial retainer for the following services, said services to be provided upon the request of the Client, and some of which should be coordinated with a legal or other professional advisor:

- A. Development of distribution strategies;
- B. Financial planning;
- C. Retirement planning;
- D. Educational planning;
- E. Succession planning;
- F. Estate planning;
- G. Insurance planning.

The Client acknowledges that the Advisor may also be registered as a representative of Trustmont Financial Group, Inc. (“TFG”) and as such may receive commissions and/or income from any securities placed through TFG. These revenues might not be used to offset advisory fees.

2. **Investment Objectives and Restrictions.**

It will be Client’s responsibility to advise Advisor of the investment objectives of the Account and of any changes or modifications to such objectives, as well as any specific investment restrictions applicable to Client or the Account. Unless Client notifies Advisor in writing of specific restrictions, the investments recommended for, or made on behalf of, the Account will be deemed to be unrestricted.

3. **Term.**

This Agreement establishing the relationship between Advisor and Client will continue in effect until either party terminates this Agreement as provided below.

4. **Termination.**

This Agreement may be terminated on 30 days’ written notice by either party. Client is responsible for any transaction initiated by Advisor in accordance with this Agreement before Advisor receives a termination notice. Client may terminate this contract, without penalty, within five (5) business days from the signing of the contract.

5. **Management Fee.**

Schedule A: The Client will pay a management fee to the Advisor of _____ per year (0.50% to 1.50%). Management fee calculations are based on average daily balances - business days if billing is calculated in arrears or account value on the last day of the billing schedule if billing in advance. Partial quarters maybe calculated pro-rata from the commencement of the billing through the first quarterly billing period based on the number of days and the average weighted daily balance, if calculated in arrears. Partial quarters may be calculated pro-rata from commencement of the billing through the first quarterly billing period if calculated in advance.

Schedule B: Client will pay a management fee to the Advisor in accordance with the attached schedule. The schedule of management fees must fall within the range of 0.50% to 1.50% and be attached to this Financial Agreement as a signed addendum. Billing may be arrears or advanced as explained in Schedule A above.

6. Custody of Assets; Account Statements.

(a) Physical custody of the Account assets, including cash and its equivalents, will be maintained by a qualified custodian selected by Client (“Custodian”). Client will enter into a custodial agreement with Custodian. Custodian will be solely responsible for settlement of all transactions, receipt and disbursement of funds and other acts necessary for the proper custody of Client’s assets. Advisor may rely completely on reports from Custodian as to all matters for which Custodian is responsible. Advisor will not be liable to Client for any act, failure to act, or breach of duty by Custodian.

(b) Custodian will provide Client, at least quarterly, a list of all assets held in the Account, asset values, and all transactions affecting the Account assets, including any additions or withdrawals. In addition, Advisor may provide Client with reports with respect to the Account, such as performance analysis. Client is urged to compare the statements it receives from the Custodian with the reports it receives from Advisor.

7. Brokerage.

Unless Client otherwise instructs Advisor in writing, Advisor will have absolute authority and discretion to place brokerage orders for the Account with such brokers as Advisor will select in its sole discretion. Advisor will negotiate in good faith fees with brokerage firms when buying or selling securities for the Account and will attempt to effect trading costs that are advantageous for Client for the given set of circumstances at the time of the transaction. In selecting a broker or dealer, Advisor may consider, among other things, the broker’s or dealer’s execution capabilities, reputation and access to the markets for the securities being traded. Advisor may pay a broker commission in excess of that which another broker is willing to charge if, in Advisor’s judgment, the greater commission results in an overall economic benefit to Client considering any additional services rendered. Advisor disclaims responsibility for any act or omission by any broker. The brokerage firm will provide any trade confirmations. Advisor may delegate to any Sub-Advisor in whole or in part the authority granted by Client to Advisor under this Section 7.

8. Limitation of Liability; Indemnity.

(a) Client recognizes that risks are inherent in securities investments. Advisor cannot assure a profit will be obtained, or that a loss will not be incurred.

(b) Subject to Section 9 and except as may otherwise be provided by law, Advisor will not be liable to Client for: (i) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted by Advisor or any Sub-Advisor, except in case of Advisor’s gross negligence, misconduct or bad faith; (ii) any loss arising from Advisor’s adherence to Client’s instructions; or (iii) any act or failure to act by any Custodian or broker.

(c) Client will indemnify Advisor and its officers, managers, members and employees against, and hold them harmless from, any loss suffered or liability incurred (including attorney fees) as a result of: (i) Advisor’s reliance on inaccurate information provided by Client; (ii) Client’s breach of any provision of this Agreement; or (iii) if Advisor’s authority is terminated by operation of law (including without limitation termination occurring by reason of Client’s death or incapacity), any action initiated by Advisor in accordance with this Agreement before Advisor receives notice of such termination. Client’s obligations under this Section 8(c) will survive the termination of this Agreement.

(d) Advisor will have no duty, responsibility or liability whatsoever with respect to any property of Client not constituting a portion of the Account.

9. Nonwaiver of Rights.

State and federal securities laws sometimes impose liability on advisors who act in good faith. Nothing in this Agreement constitutes a waiver by Client of any of its legal rights under the Investment Advisors Act of 1940, as amended (the “Advisors Act”) or rules thereunder, other applicable federal or state securities laws, or any other law whose applicability is not permitted to be contractually waived.

10. Proxy Voting; Class Actions.

Advisor will not vote proxies, monitor class action suits or process class action claim forms on behalf of Client. Client shall be responsible for (a) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted; (b) making all elections relative to any mergers, acquisitions, tenders offers, bankruptcy proceedings or other such events pertaining to Account assets; and (c) monitoring all class action suits and processing all corresponding claim forms with respect to assets held in the Account.

11. Assignment.

Advisor may not assign (within the meaning of the Advisors Act) this Agreement without Client’s consent.

12. General Representations.

(a) Advisor represents that: (i) it has all registrations and licenses required to perform its obligations under this Agreement; and (ii) the person signing this Agreement on its behalf is authorized to do so.

(b) Client represents that it has the authority to engage Advisor as investment manager of the Account and that the terms of this Agreement do not violate any obligation to which Client is bound. If Client is an entity, Client represents that the person signing this Agreement on Client’s behalf is authorized to do so.

Client will deliver to Advisor all Account forms and corporate resolutions or similar documentation that Advisor may reasonably request evidencing such person's authority to execute and deliver this Agreement. Client warrants and represents that it owns all the assets in the Account and that no restrictions on disposition exist as to any such assets.

13. Confidentiality

All Client information shall be treated on a confidential basis and shall not be released to any person without Client's authorization or unless otherwise required by law, regulation, or court order. For more detailed information please refer to our Privacy Policy. Client hereby authorizes release of confidential information to the Custodian.

14. Anti-Money-Laundering Representations.

(a) Client acknowledges that Advisor seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, Client represents and agrees that: (i) None of the cash or property that Client has paid, will pay or will contribute to the Account has been or will be derived from, or related to, any illegal or illegitimate activities. (ii) No contribution or payment by Client to the Account, to the extent that such contribution or payment is within Client's control, will cause Advisor to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

(b) Client will promptly notify Advisor if any of these representations cease to be true. Client agrees to promptly provide to Advisor any additional information regarding Client or its beneficial owners that Advisor deems appropriate to ensure compliance with all applicable laws concerning money laundering and similar activities. Client understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, Advisor may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including without limitation segregating the Account and/or distributing the assets in the Account to Client. Client further understands that Advisor may release confidential information about Client and, if applicable, any underlying beneficial owners, to proper authorities if Advisor, in its sole discretion, determines that it is necessary to comply with applicable laws, rules, regulations and administrative pronouncements.

15. Acknowledgment.

Client acknowledges receipt of Advisor's Form ADV Part 2A (Firm Brochure) and Part 2B (Brochure Supplement), Code of Ethics, and privacy notice prior to, or at the time of, entering into this Agreement.

16. Governing Law; Jurisdiction.

(a) This Agreement will be governed by Pennsylvania law (without regard to its conflict-of-law provisions).

(b) Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute under this Agreement that cannot be resolved by mediation, both Advisor and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the Financial Industry Regulatory Authority ("FINRA"), provided that the FINRA accepts jurisdiction. Advisor and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Advisor and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial. Advisor and Client each acknowledges that it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement.

(c) This agreement contains a re-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

(i) All parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed;

(ii) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited;

(iii) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;

(iv) The arbitrators do not have to explain the reason(s) for their award;

(v) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry;

(vi) The rules of the arbitration forum 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;

(vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

17. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement between the parties. Any amendment to this Agreement must be in writing and signed by all parties.

(b) All acts done by Advisor pursuant to this Agreement will be fully binding on Client and on Client's heirs, personal representatives, successors and permitted assigns.

(c) Notices or instructions given in connection with this Agreement generally may be oral or in writing (in electronic or hard copy), except that any notice or other information that this Agreement requires be provided in writing must be provided in writing. Notices will be effective: (i) immediately if delivered personally or if sent by confirmed facsimile; (ii) three days after mailing by first-class mail with postage prepaid; (iii) one business day after deposit for delivery by a nationally recognized overnight delivery service; or (iv) if sent by email, on the date when the recipient of the email expressly acknowledges or confirms receipt of the email.

CLIENT(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

INVESTMENT ADVISOR REPRESENTATIVE

Signature: _____

Date: _____

ACCEPTED BY:

Trustmont Advisory Group, Inc.

Date

Charles Schwab registrations to be covered by this agreement:

Please list any notes, exceptions, restrictions:



Addendum only required for ERISA defined plans

ERISA Representations Addendum

If Client is an employee benefit plan (the “Plan”), as defined by the Employee Retirement Income Security Act of 1974 (“ERISA”), the parties represent and warrant to each other as follows:

- a) Advisor will serve as a fiduciary, as defined by ERISA, with respect to plan assets in the Account.
- b) Advisor will obtain any required bond in the amount specified under ERISA.
- c) Advisor will not knowingly effect any transaction that directly or indirectly will cause Client, its trustees or any other fiduciary of the Plan to violate Sections 406 to 408 of ERISA or Section 4975(1) of the Internal Revenue Code (the “Code”).
- d) On request, Client will provide to Advisor, and will update as necessary, a list of all “disqualified persons” (as defined at Section 4975(e) (2) of the Code) and “parties in interest” (as defined at Section 3(14) of ERISA) with respect to Client.
- e) Client represents that: (i) the Plan’s governing documents authorize the appointment of Advisor as advisor to the Account; and (ii) except for any investment restriction or limitation that Client has communicated to Advisor pursuant to Section 2; the Plan documents do not contain any investment restrictions or limitations. On request, Client will provide Advisor with true and complete copies of the Plan’s governing documents.

Signature: _____

Printed Name: _____

Date: _____