

INVESTMENT MANAGEMENT AGREEMENT

This Investment Management Agreement (the “**Agreement**”) is entered into by and between Hohimer Wealth Management, LLC (“**Advisor**”) and _____ (“**Client**”) as of _____ 20____ (the “**Effective Date**”). This Agreement sets forth the terms and conditions with regard to the investment management services Advisor will provide Client and the responsibilities of the parties.

This Agreement incorporates by reference the Investment Policy Statement (the “**IPS**”) that the parties have separately agreed to, which is attached as **Exhibit C** to this Agreement.

1. Advisor’s Discretionary Authority and Responsibilities. Client hereby retains Advisor to act as his, her or its investment adviser to perform the services described in this Agreement. Client shall select an applicable service level and investment strategy with respect to each investment account (each, an “**Account**”) identified to Advisor, as detailed in **Exhibit A** to this Agreement.

(a) *Discretionary Accounts.* For those Accounts identified on **Exhibit A** as Discretionary Accounts, Client grants Advisor full discretionary authority as to all investment decisions regarding the Account, including the authority to (i) purchase, sell, and otherwise deal in the assets in the Account, (ii) aggregate trades for the Account with other accounts managed by Advisor and instruct brokers and dealers accordingly, (iii) trade the Account on margin (if provided for in the relevant investment strategy), and (iv) utilize such financial instruments as Advisor reasonably believes are consistent with the investment strategy for the Account and the IPS. For the avoidance of doubt, for Discretionary Accounts Advisor is not required to first consult with Client before placing any specific order or obtain specific authorization from Client for each specific transaction. Without limiting the foregoing, Advisor may invest Discretionary Accounts in securities of any kind, including but not limited to, common or preferred stock, warrants, rights, corporate, municipal or U.S. Treasury bonds or notes, and mortgage-backed securities, so long as such investments are consistent with the investment strategy for the Account and the IPS. Advisor may hold all or a portion of any Account in cash. In addition, Advisor may select one or more independent third-party managers (each, a “**Sub-Advisor**”) to provide discretionary investment management services for all or a portion of Client’s assets, and Client hereby authorizes Advisor to delegate all or any portion of the authority provided to Advisor under this Agreement to the relevant Sub-Advisor(s). For the avoidance of doubt, the fees of any Sub-Advisor as well as any brokerage or trading-related expenses incurred at the direction of a Sub-Advisor are in addition to the fees charged by the Advisor for its services under this Agreement.

(b) *Non-Discretionary Accounts.* For those Accounts identified on **Exhibit A** as Non-Discretionary Accounts, Advisor will provide recommendations from time to time as to purchases and sales of securities in such Accounts, but will have no authority to implement such recommendations unless specifically instructed to do so by Client. Certain Non-Discretionary Accounts may be comprised by assets held by a custodian other than Custodian (defined below) (e.g., assets held in employer-sponsored retirement plans or through variable life insurance contracts), and Client acknowledges that Advisor will not have any ability to execute recommended transaction for such assets and Client will be solely responsible for executing any recommendations made by Advisor with respect to such assets. Client acknowledges that because Advisor will trade any Discretionary Accounts immediately upon making the relevant investment decision, to the extent Advisor recommends a trade relating to the same or a related security for a Non-Discretionary Account, such trades will generally occur after trades have been executed for the Discretionary Accounts managed by Advisor. Client further acknowledges that because some of the Non-Discretionary Accounts may be held with other custodians, the Advisory Fee payable with respect to such assets will be assessed against one or more Accounts held by the Custodian.

(c) Except as expressly provided in this Agreement or as explicitly instructed in writing by Client, Advisor will have no authority to withdraw or transfer assets from any Account.

(d) Advisor will monitor Discretionary and Non-Discretionary Accounts on an ongoing basis and conduct periodic portfolio reviews with Client. Advisor will generally be available to Client during normal business hours and will contact Client no less frequently than annually to offer a full portfolio review. Advisor will provide quarterly account statement and performance summaries that include all Discretionary and Non-Discretionary Accounts.

(e) Client authorizes Advisor to respond to inquiries from, communicate and share information with Client's accountants, attorneys, advisors and other consultants or professionals as deemed necessary by Advisor to provide its services to Client and/or as requested by Client.

(f) No services other than those explicitly addressed in this Agreement, such as financial planning, are implied or guaranteed, except as individually negotiated and confirmed in writing.

(g) Advisor is responsible only for the Accounts over which Client has provided Advisor discretionary authority and not for the diversification or prudent investment of any other assets of Client.

(h) Advisor acknowledges that it is acting as a fiduciary regarding its investment management services for Client and will put Client's interests above its own in managing the Accounts. Advisor agrees to provide these services to Client in a manner consistent with its fiduciary duty to Client and the provisions of all applicable laws, including the Investment Advisers Act of 1940, as amended (the "**Advisers Act**").

2. Client's Responsibilities.

(a) Client agrees to deliver to Advisor all account forms and other documents, including a written statement of his or her investment objectives, policies and restrictions, as Advisor may reasonably require. Client also agrees to provide, if necessary, all corporate resolutions or similar documentation necessary to establish the undersigned's authority to execute and deliver this Agreement. Client agrees to promptly deliver all amendments or supplements to these documents and agrees that Advisor will not be liable for any losses, costs, damages or claims arising out of Client's failure to provide Advisor with any of these required documents.

(b) Client acknowledges that Advisor's services to Client depend upon the information Advisor has concerning Client's net worth, income, investment goals and objectives, ability to assume risk, income needs, tax situation and estate plan, and other similar information. Therefore, Client acknowledges that Advisor cannot adequately perform those services unless Client provides Advisor with this information, updates it when it changes and otherwise diligently performs his or her responsibilities under this Agreement. Among other things, Client represents that the information set forth in the IPS is an accurate representation of Client's financial position and the investment needs for the Accounts. Client will promptly inform Advisor of any significant changes in that information. Client will also provide Advisor with any other information or documentation that Advisor may request in connection with this Agreement or related to Client's investment profile. Client is responsible for the accuracy and completeness of all information provided to Advisor and agrees that Advisor is not responsible for any losses, costs, damages or claims caused by Client's failure to provide such information to Advisor.

(c) Client also agrees to give Advisor prompt written notice of any modifications, changes or investment restrictions applicable to any Account and to notify Advisor if Client deems any investments recommended or made for an Account to be in violation of such investment objectives or restrictions. Unless Client promptly notifies Advisor in writing of specific investment restrictions on an Account, investments in line with Client's stated investment objectives that Advisor recommends or makes on behalf of Client shall be deemed to be in conformity with Client's investment objectives.

(d) Client acknowledges that tax considerations are not a primary factor in Advisor's investment management services, and that it is Client's responsibility to notify Advisor if such considerations are relevant to Client's overall financial circumstances.

(e) Client agrees that Advisor is entitled to rely upon the accuracy of information furnished by Client or on Client's behalf, without further investigation. Advisor is not required to verify any information obtained from Client or Client's other professional advisors, such as accountants or attorneys.

(f) Client agrees to notify Advisor before making any withdrawals or transfers from an Account to allow Advisor to manage the impact of the withdrawal on Advisor's trading or recommendations for such Account. If Client fails to notify Advisor of any withdrawals or transfers, Advisor may immediately discontinue services and cancel this Agreement and will not be liable for any brokerage fees related to Client's failure to notify Advisor of withdrawals and transfers. If Client withdraws assets from an Account, Client's advisory fee to Advisor will be appropriately adjusted to reflect the withdrawal. Except as otherwise instructed by Client in writing, all dividends, interest or other income earned by each Account will be retained in the relevant Account.

(g) Client agrees that it will not initiate any trades in any Discretionary Account. If Client makes trades recommended by Advisor in an account that is not included under the terms of this Agreement, Advisor may immediately discontinue services and cancel this Agreement. If during the term of this Agreement, Advisor purchases specific individual securities for a Discretionary Account at the direction of Client, Client acknowledges that Advisor shall do so as an accommodation only and that Client shall maintain exclusive ongoing responsibility for monitoring these individual securities and their disposition. Client acknowledges and agrees that Advisor is in no way responsible for the performance of securities Client purchases on Client's own, regardless of whether they are reflected on any quarterly account reports prepared by Advisor.

3. Client's Understanding, Acknowledgment and Acceptance of Certain Risks.

(a) Client acknowledges that Client understands Advisor's services, and the terms and conditions of this Agreement and the IPS, and has had an opportunity to ask questions about them.

(b) Client understands that investments made for any Account are subject to general market, currency, economic, political and business risks, as well as the risk associated with investments in individual securities and agrees to accept those risks.

(c) Client acknowledges that Advisor's past performance and advice regarding the Accounts cannot guarantee future results. As with all market investments, Client investments can appreciate or depreciate, and Advisor does not guarantee or warrant that the services it offers will result in a profit or perform in any particular way. Client also understands that there are no guarantees that his or her investment goals or objectives will be met or that any investment strategy selected by Advisor for an Account will be successful in achieving its long-term objectives or perform within the target risk limitations set forth in the IPS. Client also understands that no Account is insured and that the value and return of each Account and the investments in such Account will fluctuate over time. At any point in time, Client's portfolio may be worth more or less than the amount originally invested.

(d) All purchases and sales of securities pursuant to this Agreement shall be for Client's account and not for the account or at the risk of Advisor. Client agrees to pay any debit balance in an Account promptly, on demand of Advisor or the broker carrying such Account.

(e) Client understands that Advisor will not consider any other securities, cash or other investments Client owns unless Client has told Advisor to do so in written instructions provided.

4. Fees and Expenses.

(a) Client agrees to pay Advisor a fee for its investment advisory services (the “**Advisory Fee**”) in accordance with the Schedule of Fees attached to this Agreement and incorporated as **Exhibit B**, and in accordance with the procedures described in Advisor’s Form ADV. No portion of Advisor’s fee shall be based on a share of capital gains upon or capital appreciation of the assets or any portion of the assets in an Account. All assets held in each Account will be subject to the relevant fee, including assets, such as cash, that are temporarily awaiting investment. If Client authorizes Advisor to use margin in managing an Account, the market value of such Account and the corresponding fee payable to Advisor will be increased. The fees payable to Advisor will generally be calculated on an annualized basis, but will be billed and payable quarterly in advance. To the extent that Advisor provides services under this Agreement for less than a full calendar quarter, Client’s fee will be appropriately refunded or prorated. Advisor will provide Client with written notice of any changes to the fees to be charged against any Account no less than thirty (30) calendar days in advance of such change. Client understands that services similar to those provided by Advisor in this Agreement may be available from other sources at lower costs.

(b) Client authorizes the Custodian (defined below) carrying each Account to charge such Account the amount of Advisor’s fee as provided in writing to the Custodian by Advisor and to remit such fee to Advisor without further instruction from Client (provided that any such fee payments are reflected on the Custodian’s account statements delivered to Client). Client acknowledges that it is Client’s responsibility to verify the accuracy of the calculation of Advisor’s fee and that the Custodian will not verify any such amounts. If there is not enough liquid cash or equivalents in the account to pay the fee when due, Client authorizes the Broker and/or the Custodian to liquidate the necessary positions in any Account (as instructed by Advisor) to cover the amount of the fees due to Advisor under this Agreement.

(c) The Advisory Fee is part of a “wrap” or “bundled” fee arrangement and includes all brokerage commissions and customary account fees (excluding any retirement plan custodial fees) charged by the Broker or the Custodian, but does not include charges imposed directly by mutual, index or exchange-traded funds, fees imposed by variable annuity providers, certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees and other similar charges incurred in connection with transactions for Client’s account imposed by unaffiliated third parties as well as certain fees charged by the Custodian for services beyond customary custodial fees. In addition as noted above, the Advisory Fee **does not** include any amounts charged by a Sub-Advisor for its services or for the brokerage and trading expenses incurred by such Sub-Advisor in managing the assets allocated to it. Any such fees will be paid out of the assets in the account and are in addition to the fees paid by Client to Advisor. For the avoidance of doubt, to the extent Advisor determines that a broker-dealer other than the Broker is more appropriate for execution of a particular trade, any fees or expenses related to such “trading away” shall be borne by the relevant Account and not included in the Advisory Fee.

5. Custody of Assets and Brokerage of Transactions

(a) Client has appointed a custodian, as listed in the new account paperwork, (the ‘Custodian’) and executing broker (the “Broker”) to execute securities transactions for such Accounts, to take and have possession of the assets (including funds and securities) in each Discretionary Account. Client’s relationship with the Broker/ Custodian will be governed by a separate custody/brokerage account agreement among Client, the Broker/ Custodian. Advisor shall not be liable to Client for any act, conduct or omission by the Broker in its capacity as broker or by the Custodian in its capacity as custodian for any Account. Advisor shall not be responsible for ensuring the Broker/Custodian’s compliance with the terms of the brokerage account agreement or payment of Broker or Custodian fees other than brokerage and standard account fees. Client authorizes Advisor to receive from the Broker/ Custodian a copy of any brokerage and/or custody agreement in effect at any time with respect to the Accounts. Advisor shall not have any responsibility for any acts of the agents or employees of the custodian or any other third party regardless of whether the full amount of such loss is covered by Securities Investor Protection Corporation (SIPC) or any other insurance which may be carried by the custodian. Client acknowledges that SIPC provides only limited protection for the loss of property held by a broker-dealer.

(b) Client instructs and authorizes Advisor to direct and place all orders for the execution of transactions with or through the Broker (except to the extent Advisor reasonably determines that a particular trade can be more effectively executed by another broker-dealer), give instructions to the Broker with respect to all investment decisions regarding the assets in the Discretionary Accounts, and request information about any Accounts held by the Custodian under Client's independent, exclusive agreement with the Custodian. The Broker is hereby authorized and directed to effect transactions and otherwise take such actions as Advisor shall direct in connection with the Discretionary Accounts and with the performance of Advisor's obligations related to the assets under this Agreement. Client will execute any instructions regarding Advisor's trading authority required by the Broker.

(c) Client understands that by instructing Advisor to execute all transactions on behalf of the Discretionary Accounts through the Broker, Client may not necessarily obtain commission rates and execution as favorable as possible, and Advisor will generally not attempt to negotiate commissions on behalf of Client. Client acknowledges that directing brokerage activities solely to the Broker may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

(d) The assets in the Accounts remain in Client's possession at all times and in the custody of the Custodian. At no time will Advisor accept, maintain possession or have custodial responsibility for Client's funds or securities. Client funds and securities will be delivered between Client and the Custodian only.

(e) Client acknowledges that the Broker/ Custodian will provide duplicate confirmations and/or electronic access to Advisor for all trades in the Accounts. The Broker/ Custodian will also promptly send Client copies of confirmations of transactions executed and an inventory of investments. Client will also receive regular account statements from the Custodian. Advisor does not assume responsibility for the accuracy of information furnished by the Custodian or any other third party. No less than quarterly, the Custodian will provide Client and Advisor a written statement showing the value of the portfolio at the beginning and end of the period as well as the Advisory Fees and other expenses deducted from the Accounts during the quarter.

6. Valuations. The Custodian will perform all valuations for the Accounts. Advisor may rely on these valuations. Any valuation shall not be deemed to be a guarantee of any kind by Advisor regarding the value of the assets in any Account. Client will receive periodic statements from the Custodian valuing the investment positions in the Accounts.

7. Non-Exclusivity.

(a) Client acknowledges that Advisor shall be free to render investment advice to others, and Advisor does not make its investment management services available exclusively to Client. Client also understands that Advisor provides investment management services to multiple clients with different economic needs and agrees that Advisor may give advice and take action with respect to any of its other clients that may differ from the advice given or the timing or action taken regarding the Account. Nothing in this Agreement shall impose on Advisor any obligation to Client to purchase, sell or recommend for purchase or sale any security that Advisor, its principals, affiliates, officers, members or employees may purchase or sell for their own accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of Advisor it is not for any reason practical or desirable to acquire a position in such security for an Account.

(b) Client understands that conflicts of interest exist between the Accounts and other clients including with respect to the allocation of investment opportunities, time, and resources between Client and other clients. Among other things, Advisor may be compensated differently by Client than by other clients. Advisor will regularly monitor the performance and investment portfolio of Client while also fulfilling its duty to manage other client accounts. Advisor may determine in its sole discretion to allocate certain investment opportunities to its other clients and not Client and vice versa. Advisor may also pursue and execute trades in the same or different securities for Client and other clients at different times and it may purchase or hold securities for Client at the same time as it sells such securities for other clients or sell securities for Client at the same time that it purchases or holds them for other clients. Although Advisor will use its best efforts to manage all client accounts consistently, factors including date of account opening, account additions, withdrawals, and different investment choices may lead to different investment performances for similarly situated clients. Client also acknowledges that transactions in a specific security may not be accomplished for all clients at the same time at the same price.

8. Aggregation of Trades. Transactions for Discretionary Accounts will generally be effected independently of transactions in other client accounts, unless Advisor decides to purchase or sell the same securities for several clients at approximately the same time. Advisor may, in its discretion, combine transactions in the same securities for multiple clients at approximately the same time to obtain best execution, negotiate more favorable commission rates or fairly allocate differences in prices, commissions and other transaction costs among clients. When Advisor aggregates transactions, it will (or have the Broker) average the executed prices of the aggregated transactions and allocate the transactions in proportion to the orders placed for each client on any given day. A Discretionary Account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price obtained. Advisor will not receive any additional compensation or remuneration from aggregating multiple client orders.

9. Trade Errors. Advisor will place all trades in the account electronically or by phone. Advisor assumes responsibility for any account losses for trading errors directly resulting from Advisor's failure to follow its trading procedures or from a lapse in Advisor's internal communications and will compensate Client for any corresponding losses. Client acknowledges, however, that Advisor will not be responsible for errors or losses that occur when Advisor has used its best efforts to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic error occurs through no fault of Advisor, resulting in an account not being traded at the time or price initially intended or at the same time or at the same price as other clients, the resulting loss will not be considered a trading error for which Advisor is responsible. Advisor will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when Advisor properly submitted the order.

10. No Illegal Investments or Transactions. In no event is Advisor obligated to make any investment or enter into any transaction that Advisor believes in good faith would violate any federal or state law or regulation.

11. Inside Information. Client acknowledges that Advisor obtains information from a wide variety of publicly available sources and does not claim to have sources of material nonpublic ("inside") information. Advisor is not obligated to seek any inside information about any issuer of securities. Nor is Advisor obligated to purchase or sell, or to recommend for purchase or sale for Client's account, the securities of any issuer on the basis of any inside information that may come into Advisor's possession.

12. Proxies. Advisor is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's account except as may be directed by Client or otherwise required by law. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account, and Advisor cannot give any advice or take any action with respect to the voting of these proxies.

Also, Advisor shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account. Advisor will instruct the Custodian to forward copies of all proxies and shareholder communications relating to the assets in the account, including information concerning legal proceedings or corporate actions involving securities in the account to Client and not Advisor. The Custodian, and not Advisor, is responsible for timely transmission of any proxy materials to Client.

13. Reports.

(a) Advisor will provide Client with periodic reports for the Accounts as agreed to by the parties. Such reports will generally provide Client with a comprehensive overview of the Accounts' market valuation and, to the extent such information can be calculated, investment performance. Advisor is not required to verify any information received from Client or Client's other professional advisors and is expressly authorized to rely on such information in performing Advisor's services and in providing reports. Advisor cannot and does not guarantee the accuracy or completeness of any report or any other information provided to Client or Advisor by the Custodian or another service provider to Client.

(b) Client acknowledges that Advisor's reporting on the Non-Discretionary Assets is done as an accommodation to Client only and does not indicate that Advisor is providing investment management, review or monitoring services regarding these assets except as expressly provided in this Agreement. Client, not Advisor, remains exclusively responsible for the investment performance of these assets.

(c) Client agrees to carefully review upon receipt all confirmations, statements and reports sent by Custodian to Client and compare those to the reports received from Advisor. Client must notify Advisor and/or the Custodian of any discrepancy or unauthorized activity.

14. Legal, Tax and Accounting Advice.

(a) Client expressly understands and agrees that Advisor is not providing any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents pursuant to this Agreement, and nothing in this Agreement shall be construed as providing for such services. Absent a separate agreement between Client and Advisor relating to any such services, Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Notwithstanding that Advisor's reports to Client may be used to assist Client in preparing tax returns, the reports do not represent the advice or approval of tax professionals.

(b) Client agrees to review the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Client acknowledges that any sales, exchanges or dispositions of securities may have federal and/or state income tax consequences for Client and may result in Client having to pay additional income taxes.

15. Liability. Except as otherwise provided by law, Advisor or its officers, directors, employees or affiliates will not be liable to Client for any loss:

(a) Client may suffer as a result of Advisor's investment decision or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;

(b) Caused by following Client's written or oral instructions;

(c) Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform Advisor of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;

(d) Caused by any action or omission by the Broker, the Custodian or by any other third-party professionals or service providers selected by Advisor with reasonable care;

(e) Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond Advisor's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication

service, accidents, labor disputes, acts of a civil or military authority, governmental actions or inability to obtain labor, material, equipment or transportation; or

(f) Consisting of any indirect, special, incidental or consequential damages.

If Client's account contains only a portion of Client's total assets, Advisor shall only be responsible for those assets that Client designates as the subject of Advisor's investment management services under this Agreement. Client agrees that Advisor need not consider additional assets that have not been included under this Agreement. Notwithstanding the foregoing, under certain circumstances federal or state securities laws, including but not limited to the Advisers Act and the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), impose liabilities on persons who act in good faith, and nothing in this Agreement should be considered a waiver or limitation of Client's rights under those laws.

16. Non-Waiver of Compliance. Nothing in this Agreement, including any condition, stipulation or provision, may be interpreted to waive or limit any obligation of Advisor to comply with the Advisers Act or any rights that Client may have under applicable federal and state securities laws, rules and regulations.

17. Termination and Cancellation. This Agreement will continue in effect until terminated by either party. Either party may terminate this Agreement at any time by giving thirty (30) calendar days' written notice to the other party. In the event that either party terminates this Agreement, any fees will be prorated to the date of termination and any prepaid fees will be refunded any unearned portion of those fees. For the avoidance of doubt, termination of this Agreement will not affect:

(a) The validity of any action previously taken by Advisor;

(b) Any liabilities or obligations of the parties for transactions initiated before termination; or

(c) Client's obligation to pay and Advisor's right to retain fees for services rendered under the Agreement.

If Client terminates this Agreement, Advisor is not obligated to recommend or take any action with regard to the securities, cash or other investments in Client's account or liquidate any assets in Client's account after the termination date. It shall be Client's exclusive responsibility to provide written instructions to Advisor regarding any assets in the account following termination.

18. Binding Effect, Successors and Assigns, Assignment and Ownership Changes

(a) This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees.

(b) Neither Client nor Advisor may assign this Agreement within the meaning of the Advisers Act without the prior consent of the other party. Without limiting the foregoing, Advisor may assign this Agreement through a negative consent process whereby Advisor gives Client no less than thirty (30) calendar days' prior written notice of any proposed assignment, and Client is deemed to have consented to such assignment absent an affirmative objection from Client to such assignment.

(c) Client acknowledges that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington without giving effect to its conflict of laws principles. The Agreement shall also be construed in a manner consistent with the Advisers Act and the SEC rules and regulations under that Act and nothing in this Agreement shall be construed in any manner inconsistent with the Advisers Act or any SEC rule, regulation or order promulgated thereunder and applicable to Advisor.

20. Client Acknowledgement of Receipt of Form ADV Brochure and Privacy Policy

(a) Client acknowledges having received, on or before the date of this Agreement, a copy of Advisor's Form CRS, Form ADV Part 2A Brochure and Form ADV Part 2B Brochure Supplement(s) or an equivalent document meeting the disclosure requirements of the Advisers Act. Advisor will deliver annually, without charge, notice of any material changes to Form ADV Part 2A, as required by the Advisers Act. Advisor will deliver, without charge, notice of any changes to Form CRS within sixty days after the changes are required to be made. (b) Client also acknowledges receiving, on or before the date of this Agreement, copies of Advisor's Privacy Policy and agrees to allow Advisor to make such limited disclosures of Client information as are permitted under its Privacy Policy.

21. Confidentiality.

(a) During the term and following the termination of this Agreement, the parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments held in the Accounts. This confidential information shall not be disclosed to any third parties except as agreed upon in writing, as required by federal or state law, regulatory authorities, or as may be necessary to effect transactions in an Account.

(b) Client has received and reviewed a copy of Advisor's Privacy Policy detailing how Advisor protects Client's non-public personal information. Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, and investments. Typically, Advisor will only disclose information Client provides to Advisor in connection with this Agreement as required by law, or as needed, to implement Client's investment needs or to perform the services contemplated by the Agreement. Client may disclose confidential information to its attorneys, accountants or other professional advisors who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client.

(c) When this Agreement terminates, Client's documents will be returned upon request. Advisor may retain copies of documents and other information in its files for compliance purposes.

22. Representations.

- (a) Each party executing this Agreement represents and warrants that:
- (i) If an individual, it is of legal age and capacity;
 - (ii) It has full legal power and authority to enter into this Agreement;
 - (iii) This Agreement will be legally binding and enforceable against such party when executed;
 - (iv) The terms of this Agreement and the performance of the actions called for under the Agreement by such party will not violate any law, regulation or contractual obligation to which such party is subject; and
 - (v) If one of the parties is an entity, that party represents that:
 - (1) The entity is validly organized under the laws of the applicable jurisdiction;
 - (2) This Agreement has been entered into by an appropriate agent with power to bind the entity who is of legal age and capacity; and
 - (3) This Agreement has been duly authorized by appropriate entity action and when executed and delivered will be binding in accordance with its terms.
- (b) Client represents and warrants that:
- (i) Client has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of its obligations hereunder do not conflict with or violate any provisions of the governing documents of Client (if any) or any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. Client will deliver to Advisor evidence of Client's authority and compliance with its governing documents on Advisor's request
 - (ii) Client is the owner of all of the cash and securities in the Accounts, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash and securities.
 - (iii) Client is experienced in the engagement of investment advisers and is aware of the risks associated with such engagements, including the risk that the Accounts could suffer substantial diminution in value.
 - (iv) Client will notify Advisor in writing of any event that might affect Client's authority to execute this Agreement or the validity of this Agreement.

- (v) If Client is subject to ERISA, Client will obtain and maintain for the period of this Agreement any bond for fiduciaries required by section 412 of ERISA and will include Advisor among those covered by such bond.
- (vi) If Client is subject to ERISA, Client has independently determined that the retention of Advisor by Client satisfies all requirements of section 404(a)(1) of ERISA, specifically including the 'prudent man" standards of section 404(a)(1)(B) and the "diversification" standard of section 404(a)(1)(C), and will not be prohibited under any of the provisions of section 406 of ERISA or section 4975(c)(1) of the Internal Revenue Code of 1986, as amended. The undersigned authorized signatory for Client has requested and received all information from Advisor that the undersigned, after due inquiry, considered relevant to such determinations. In determining that the requirements of section 404(a)(1) are satisfied, the undersigned has taken into account the facts that (1) there is a risk of a loss of the Account, (2) the Account may be relatively illiquid, and (3) funds so invested may not be readily available for the payment of employee benefits. Taking into account these and all other factors relating to retention of Advisor by Client, the undersigned authorized signatory for Client has concluded that the retention of Advisor by Client constitutes an appropriate part of Client's overall investment program.
- (vii) If Client is subject to ERISA, Client will notify Advisor, in writing, of (1) any termination, substantial contraction, merger or consolidation of Client, or transfer of its assets to any other employee benefit plan, (2) any amendment to the organizing documents of Client or any related instrument that materially affects the activities of Advisor contemplated hereunder or the authority of any named fiduciary or investment manager to authorize Client investments or retention of investment advisers, and (3) any alteration in the identity of any named fiduciary or investment manager, including itself, who has the authority to approve Client investments.
- (viii) If Client is subject to ERISA, in accordance with sections 405(b)(1), 405(c)(2) and 405(d) of ERISA, the fiduciary responsibilities of Advisor and any partner, employee or agent of Advisor shall be limited to his, her or its duties in managing the Account, and Advisor shall not be responsible for any other duties with respect to Client (specifically including evaluating the initial or continued appropriateness of Client's retention of Advisor under section 404(a)(1) of ERISA)

(c) Advisor represents and warrants that:

- (i) It is currently duly registered as an investment adviser with the SEC pursuant to the Advisers Act.
- (ii) If Client is subject to ERISA, it understands that it shall be a "fiduciary" of Client, as that term is defined in section 3(21)(A) of ERISA, and it is an "investment manager" with respect to any Discretionary Accounts, as that term is defined in section 3(38) of ERISA.

(d) Client and Advisor agree to immediately notify each other in writing if any of the representations set forth in this section of the Agreement cease to be accurate.

23. Relationship with Multiple Owners of Client's Account

(a) If more than one individual or entity have beneficial ownership of the Accounts, each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the Accounts. Advisor will base its investment advisory services under this Agreement on Clients' joint goals as collectively provided to it in the IPS. Advisor may rely on instructions and information it receives from any person identified to Adviser as having authority to act with respect to the Accounts, the disposition of the assets, and the termination of the Agreement, unless and until such reliance is revoked pursuant to instructions attached to this Agreement signed by all beneficial owners of the Accounts.

(b) If Advisor receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), Advisor may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction. Advisor is not responsible for any claims or damages resulting from such reliance or accountable for any change in the relationship between joint clients. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

(c) If more than one individual or entity have beneficial ownership of the Accounts, Advisor shall not be responsible for any claims or damages resulting from:

- (i) Reliance on the instructions provided by any signatory to this Agreement;
- (ii) Failure to act if Advisor receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories; or
- (iii) Any change in the status of the relationship between the clients.

24. Arbitration Agreement. To the extent not inconsistent with applicable law, Client and Advisor agree to settle by mandatory and binding arbitration any controversy between themselves and/or any officers, directors, employees, or agents of Advisor relating to this Agreement, the Accounts or any Account transactions, or in any way arising from Client's relationship with Advisor. The parties further agree that any arbitration shall be conducted in in the city and state where Adviser maintains its principal place of business in accordance with the rules of the American Arbitration Association ("AAA") and shall be submitted to the AAA for resolution if the AAA accepts jurisdiction. By signing this Agreement, Client and Advisor understand and agree that:

(a) The parties are giving up the right to sue each other in court, including the right to a trial by jury, but 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 securities laws, including but not limited to the Advisers Act;

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

(c) The parties' ability to obtain pre-arbitration discovery including documents, witness statements, or other discovery is generally more limited in arbitration than in court proceedings;

(d) The arbitrators do not generally have to explain the reason(s) for their award and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited;

- (e) The list from which the arbitrators are selected may 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;
- (g) The rules of the arbitration forum in which the claim is filed and any amendment thereto are incorporated into this Agreement;
- (h) The arbitration will be pursuant to the Federal Arbitration Act;
- (i) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction; and
- (j) This pre-dispute arbitration agreement shall survive the termination of the Agreement or Advisor's advisory services under this Agreement.

Client acknowledges and agrees that he has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement. Notwithstanding the foregoing, federal and state law provide certain rights relating to the resolution of disputes through channels other than courts of law, and nothing in this Agreement should be construed as a waiver of any such rights Client may have.

25. Death and Disability. Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. But Client's executor, personal representative, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor. Client recognizes that the Broker and/or the Custodian may not permit any further account transactions until such time that any documentation required to establish authority regarding of Client's account is provided by Client's representative.

26. Notices and Consent to Electronic Delivery

(a) Any notice given to a party under this Agreement (including notices, instructions, and directions related to changes in Client's investment objectives) must be in writing and shall be effective upon receipt by the other party, if delivered to the party at its mailing or email address specified in this Agreement.

(b) Client agrees and consents to have Advisor deliver or make available electronically all current and future agreements, agreement revisions, deliveries and offers of Form ADV Part 2, account statements, notices (including privacy notices), letters, regulatory communications and other information, documents, data, records and reports related to the account. Electronic communications may include email delivery and/or electronic communications via Advisor's website. Client acknowledges and agrees that such email delivery and electronic provision will constitute delivery. Client acknowledges and agrees that it must inform Advisor in writing of any changes to his email address. Client may revoke this consent to email and electronic delivery at any time by providing advance written notice to Advisor. Client understands that there are risks associated with electronic delivery of information, including the risk of system outages or interruptions, which may, among other things, inhibit or delay Client's receipt of information. Advisor will not be liable for any interception by any third party of the information transmitted electronically. Client acknowledges that it is his or her responsibility to immediately review communications delivered via email to the email address provided to Advisor. At its discretion, Advisor may still choose to send any correspondence in hard copy format. If Client withdraws this consent to receive communications electronically, Advisor will provide the required documentation in hard copy format but reserves the right to close Client's account.

(c) Client must send to Advisor all notices, correspondence, or other communication electronically to info@hohimerwealthmanagement.com.

27. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof.

28. Entire Agreement. This Agreement (including the Fee Schedule hereto) is the entire agreement of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including any and all preexisting investment management agreements, which are hereby canceled), regarding the subject matter hereof.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. No Third-Party Beneficiaries. Neither party intends for this Agreement to benefit any third-party not expressly named in this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly signed by or on behalf of the parties hereto on the dates set forth below their respective signatures. (If Client is multiple individuals, each individual must execute a counterpart.)

Hohimer Wealth Management LLC
One Union Square
600 University Street, Suite 2401
Seattle, Washington 98101
Phone: (206) 709-5950
Fax: (206)-709-5960

Name: _____
Address: _____

By: _____
David Hohimer, Managing Partner

(Signature)

Dated: _____

Name: _____
Address: _____

Phone: _____

(Signature)

Dated: _____

Hohimer Wealth Management LLC
One Union Square
600 University Street, Suite 2401
Seattle, Washington 98101
(206) 709-5950
www.hohimerwealthmanagement.com

EXHIBIT A

ACCOUNT SERVICES

DISCRETIONARY ACCOUNTS

| <u>Custodian</u> | <u>Acct #</u> | <u>Advisory Fee</u> | <u>Investment Strategy</u> |
|------------------|---------------|---------------------|----------------------------|
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NON-DISCRETIONARY ACCOUNTS

| <u>Custodian</u> | <u>Acct #</u> | <u>Advisory Fee</u> | <u>Investment Strategy</u> |
|------------------|---------------|---------------------|----------------------------|
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Hohimer Wealth Management LLC
One Union Square
600 University Street, Suite 2401
Seattle, Washington 98101
(206) 709-5950
www.hohimerwealthmanagement.com

EXHIBIT B

FEE SCHEDULE

Client agrees to pay Advisor an Advisory Fee for its investment advisory services, determined, calculated and payable as described below.

The Advisory Fee is based on a percentage of the fair market value of the assets in the relevant type of Account and is calculated and charged in accordance with the following fee schedule. Client is subject to an annual minimum fee of \$8000. Each quarter, \$2000 will be charged to the client to meet the annual minimum fee.

DISCRETIONARY AND NON-DISCRETIONARY ACCOUNTS

Annual Advisory Fees for Discretionary Accounts range up to 1.5% per annum and are negotiated based on the complexity of the engagement prior to the start of the engagement, with a minimum annual fee of \$8000. Each quarter, \$2000 will be charged to the client to meet the annual minimum fee. The standard fee schedule is as follows and is based on total household assets under management:

| <u>Household Assets:</u> | <u>Annual Fee (%) for all assets:</u> |
|---------------------------------|--|
| First \$2,000,000 | 1.50% |
| \$2,000,000.01-\$5,000,000 | 1.00% |
| \$5,000,000.01-\$10,000,000 | 0.75% |
| \$10,000,000.01-\$25,000,000 | 0.60% |
| \$25,000,000.01-\$50,000,000 | 0.50% |
| \$50,000,000.01-\$100,000,000 | 0.40% |
| Over \$100,000,000 | 0.35% |

The Advisory Fee is based on the fair market value of the assets in the relevant account(s) on the first day of each calendar quarter multiplied by the applicable annual rate and divided by 4. The Advisory Fee is billed and payable quarterly in advance within ten (10) days after the presentation of the invoice. The Custodian, an independent and unaffiliated party, will provide all fair market valuations used to calculate the annual Advisory Fee.

If Advisor provides services pursuant to this Agreement for less than a full a calendar quarter or Client withdraws or adds assets to an Account, the Advisory Fee will be prorated based on the number of days in the quarter that Client was a client of Advisor or the assets were under Advisor's management.

At Advisor's discretion, Advisor may combine the account values of family members living in the same household to determine the applicable Advisory Fee. For instance, Advisor may combine account values for Client, his minor children, joint accounts with his spouse, and other types of related accounts. Combining account values may increase the asset total, ultimately resulting in Client(s) paying a reduced Advisory Fee based on the available breakpoints in the Fee Schedules laid out above. If Client authorizes Advisor to use margin in managing the account, the market value of the account and the corresponding fee payable to Advisor will be increased.

Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client. (If Client is multiple individuals, each individual must execute a counterpart.)

Hohimer Wealth Management LLC
One Union Square
600 University Street, Suite 2401
Seattle, Washington 98101
Phone: (206) 709-5950
Fax: (206)-709-5960

Name: _____

Address: _____

Phone: _____

By: _____
David Hohimer, Managing Partner

(Signature)

Dated: _____

Name: _____
Address: _____

Phone: _____

(Signature)

Dated: _____

INVESTMENT POLICY STATEMENT

| | | |
|---------------------------------------|--------------------------------|--|
| Investment Policy Statement for _____ | | |
| Account: _____ | | |
| Objectives | Return Objectives | |
| | Investment Strategy | Check Box for Alternatives: <input type="checkbox"/> |
| Constraints | Time Horizon | <u>Length.</u> |
| | Liquidity Needs | <u>Level.</u> |
| | Tax Considerations | |
| | Regulatory Requirements | |
| | Unique Circumstances | |

| Portfolio Guidelines | |
|-----------------------------|---|
| Target Allocation | Equities: 0 Fixed Income: Cash: |
| Special Instructions | Client Communication: Equities: Equity Restrictions: Fixed Income: |

*Hohimer Wealth Management will strive to meet your investment objectives by attempting to maintain this target allocation. However, for discretionary accounts, we may temporarily change the target allocation without prior notice when tactically advantageous. Additionally, market volatility may cause accounts to temporarily go outside of the allocation guidelines. You may place restrictions on this activity by indicating such in the special instructions section. We may also accept instructions from you to update this investment policy statement from time to time, and we encourage you to keep us up to date regarding your financial condition and investment objectives.