

# SAMPLE CONSULTING AGREEMENT

**Yanni Partners**  
**A Division of GBS Investment Consulting, LLC**  
310 Grant Street  
Pittsburgh, Pennsylvania 15219-2302

By this AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, between **Yanni Partners – A Division of GBS Investment Consulting, LLC** (the "Company") and the party designated as the client on the signature page hereof (the "Client"), the parties hereto, intending to be legally bound, agree as follows:

1. **Services.** The Company shall provide to the Client those services set forth in Appendix A hereto (the "Services").
2. **Payment for Services.** In consideration of the Services to be performed by the Company hereunder, the Company shall be paid the fees set forth in Appendix A hereto, in accordance with the payment schedule set forth in Appendix A. Any additional services performed for the Client will be quoted and billed separately and a separate appendix provided. For retainer clients, the Company's retainer fee is being communicated in writing with this contract as part of Appendix A, and additionally will be communicated at least annually thereafter.

The fees have been determined based on the Services to be provided to the Client. These fees may differ from the fees for services as described in the Form ADV due to limited or expanded services performed for the Client.

It is specifically noted the Company 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 the Client, except as permitted by applicable law.

3. **Duration and Termination.** This Agreement shall become effective as of the date hereof and, unless sooner terminated as provided herein, shall continue as shown in Appendix A. Thereafter, if not terminated, this Agreement shall automatically continue in effect.

This Agreement may be terminated at any time, without payment of any penalty, by the Client or by the Company on thirty (30) days' written notice to the other party. Upon termination of the Agreement, fees will be prorated accordingly, and a prorated portion of any cash fees already paid to the Company will be refunded where applicable.

In addition, this Agreement may be terminated by the Client upon written notice within five (5) days from the date of the Agreement, in which case any fees paid by the Client will be refunded.

4. **Amendment.** This Agreement may not be amended or modified in any respect except by an instrument in writing signed by a duly authorized representative of both parties hereto.
5. **Services for Other Clients.** It is acknowledged and understood that the Company performs services for various clients and may give advice and take action with respect to any of its other clients which may differ from advice given or action taken with respect to the Client.
6. **Confidential Information.** All information and advice furnished by either party to this Agreement to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law or as is necessary for the Company to carry out this Agreement.
7. **Consent to Use of Client's Name.** The Client consents to the use of its name in lists of clients of the Company that the Company may make available to current and prospective clients, unless the Client has otherwise notified the Company in writing.

8. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective representatives, administrators, successors and assigns.
9. **Notices.** Any notices, instructions, or other communications required or contemplated by this Agreement shall be in writing. All such communications to the Client shall be addressed to it at its address set forth on the signature pages hereof. All such communications to the Company shall be addressed as follows:

Yanni Partners  
A Division of GBS Investment Consulting, LLC  
310 Grant Street – Suite 3000  
Pittsburgh, PA 15219-2302  
Attention: Theresa A. Scotti

Such notices shall be deemed given when received by the Company, and when sent to the Client, at the address specified herein, or at such other address as a party to receive notice may specify in notice given in accordance with this provision. The Company may rely on any notice from any person reasonably believed to be genuine and authorized.

10. **Limitation of Liability.** The Company shall not be liable for any error of judgment or mistake of law or any loss suffered by the Client in connection with performance of Services under this Agreement, except for any error of judgment or mistake of law or loss resulting from misfeasance, bad faith or negligence on the part of the Company in the performance of its duties under this Agreement. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Client otherwise may have under any securities law.
11. **Indemnification.** The Client shall indemnify, hold harmless and reimburse the Company, its officers, directors, employees and agents, from and for any loss, damage, expense or liability, including without limitation, reasonable counsel fees, arising out of any demand, charge or claim asserted by or on behalf of any third party against the Company in connection with any act or omission of the Client relating to this Agreement or of any other person appointed or otherwise selected or retained by the Client. To the extent the Company has acted consistently with its obligations under this Agreement, the Client agrees to indemnify, hold harmless and reimburse the Company, its officers, directors, employees and agents, from and for any loss, damage, expense, or liability, including, without limitation, reasonable counsel fees, arising out of any demand, charge or claim asserted by, or on behalf of, any third party against the Company in connection with the Company's actions and obligations under this Agreement.
12. **Governing Law.** Except to the extent that it is preempted by federal law, the law of the Commonwealth of Pennsylvania shall govern the construction, validity, and administration of this Agreement.
13. **Guarantees.** The Company makes no promises, representations, warranties or guarantees that any of its services to be rendered hereunder will result in a profit to the Client. All services by the Company hereunder will be based on information from the Client and from sources believed to be reliable, but are not guaranteed by the Company as to their accuracy or completeness.
14. **Receipt of Written Disclosure Statement (Form ADV).** The Client acknowledges receipt of the Company's Disclosure Statement, which is Part II of its current Form ADV, dated March 2, 2009, as described by Rule 204-3 under the Investment Advisers Act of 1940, not later than the date of execution of this Agreement.
15. **Assignment.** No assignment of this Agreement may be made by the Company without the prior written consent of the Client.
16. **Severability.** The unenforceability or invalidity of any section, paragraph or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

17. **Entire Agreement.** This Agreement, together with any Appendices, represents the entire Agreement between the parties and may not be modified or amended except by an instrument in writing signed by the duly authorized representatives of both parties hereto.
18. **Effective Date.** This Agreement shall become effective on the day and year first written above.

**Witness the due execution hereof as of the day and year first written above.**

**YANNI PARTNERS  
A DIVISION OF GBS INVESTMENT CONSULTING, LLC**

**CLIENT NAME**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: Theresa A. Scotti  
Title: Area President

Name:  
Title:

310 Grant Street, Suite 3000  
Pittsburgh, Pennsylvania 15219-2302

Date: \_\_\_\_\_

Date: \_\_\_\_\_