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INVESTMENT ADVISORY AGREEMENT

Revised: November 2018

**THE PROFESSIONAL FINANCIAL COMPANY LLC
DBA PROFI**

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INVESTMENT ADVISORY AGREEMENT

AGREEMENT between “CLIENT” and THE PROFESSIONAL FINANCIAL COMPANY LLC, a registered investment adviser (hereinafter “PROFI”).

1. Scope of Engagement

- (a) CLIENT hereby appoints PROFi as an Investment Adviser to perform the services hereinafter described, and PROFi accepts such appointment. PROFi shall be responsible for the investment and reinvestment of those assets designated by CLIENT to be subject to PROFi’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);
- (b) CLIENT delegates to PROFi all of CLIENT’s powers with regard to the investment and reinvestment of the Assets and appoints PROFi as CLIENT’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in CLIENT’s name for the Account;
- (c) PROFi is authorized, without prior consultation with CLIENT, to buy, sell, trade and allocate in and among stocks, bonds, mutual funds, exchange traded funds, sub-advisers, independent investment managers and/or programs (with or without discretion, depending upon the independent investment manager or program) and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;
- (d) PROFi shall discharge its investment management responsibilities consistent with the CLIENT’s designated investment objectives. Unless the CLIENT has advised PROFi to the contrary, in writing, there are no restrictions that the CLIENT has imposed upon PROFi with respect to the management of the Assets. The CLIENT agrees to provide information and/or documentation requested by PROFi in furtherance of this Agreement as pertains to CLIENT’s objectives, needs and goals, and maintains exclusive responsibility to keep PROFi informed of any changes regarding same. CLIENT acknowledges that PROFi cannot adequately perform its services for CLIENT unless CLIENT diligently performs his responsibilities under this Agreement. PROFi shall not be required to verify any information obtained from CLIENT, CLIENT’s attorney, accountant or other professionals, and is expressly authorized to rely thereon;
- (e) In the event that the Account is a retirement plan sponsored by CLIENT’s current or former employer, CLIENT acknowledges that PROFi’s investment selection shall be limited to the investment alternatives provided by the retirement plan. In the event that the plan sponsor or custodian will not permit PROFi direct access to the Account, and the CLIENT provides PROFi with the CLIENT’s password and/or log-in information to effect Account transactions, the CLIENT acknowledges and understands that:
 - (1) PROFi will not receive any communications from the plan sponsor or custodian, and it shall remain the CLIENT’s exclusive obligation to notify PROFi of any changes in investment alternatives, restrictions, etc pertaining to the Account;
 - (2) PROFi shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the failure to so notify PROFi; and
 - (3) PROFi’s authority shall be limited to the allocation of the Assets among the investment alternatives available through the plan, and, as such, PROFi will not have, nor will it accept any authority to effect any other type of transactions or changes via the plan web site, including but not limited to changing beneficiaries or effecting Account disbursements or transfers to any individual or entity; and,
- (f) CLIENT authorizes PROFi to respond to inquiries from, and communicate and share information with, CLIENT’s attorney, accountant, and other professionals to the extent necessary in furtherance of PROFi’s services under this Agreement.

2. Financial Planning and Consulting

- (a) The services to be provided by PROFi under this Agreement include financial planning and/or consultation services to the extent such services are specifically requested by the CLIENT. In the event that the CLIENT

requires extraordinary planning and/or consultation services (to be determined in the sole discretion of PROFI), PROFI may determine to charge for such additional services, the dollar amount of which shall be set forth in a separate written notice to the CLIENT; and,

- (b) With respect to PROFI's planning and consulting services, the CLIENT acknowledges that:
- (1) he/she is free at all times to accept or reject any recommendation from PROFI, and the CLIENT acknowledges that he/she has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from PROFI;
 - (2) recommendations (i.e. estate planning, retirement planning, taxes, insurance, etc.) may be discussed and/or implemented, at CLIENT'S sole discretion, with the corresponding professional adviser(s) (i.e. broker, accountant, attorney, insurance agent, etc.) of CLIENT's choosing (which may include affiliated entities and/or representatives of PROFI);
 - (3) in respect to estate planning and tax planning matters, PROFI's role shall be that of a facilitator between the CLIENT and his/her corresponding professional advisor(s);
 - (4) no portion of PROFI's services should be construed as legal or accounting advice. Rather, the CLIENT should defer to his/her/their attorney or accountant; and
 - (5) he/she/they will maintain sole responsibility to notify PROFI if there is a change in his/her/their financial situation or investment objective(s) for the purpose of reviewing/evaluating/revising PROFI's previous recommendations and/or services and/or to address new planning or consulting matters.

3. PROFI Compensation

- (a) PROFI's annual fee for investment management services provided under this Agreement shall be based upon a percentage (%) of the market value of the Assets under management in accordance with the fee schedule enclosed herewith as Exhibit "A". This annual fee shall be prorated and paid quarterly, in advance, based upon the market value of the Assets on the last business day of the previous quarter. No increase in the annual fee percentage shall be effective without prior written notification to the CLIENT;
- (b) CLIENT authorizes the Custodian of the Assets to charge the Account for the amount of PROFI's fee and to remit such fee to PROFI in compliance with regulatory procedures. **Please Note:** In the event that there is not sufficient cash in the Account to pay PROFI's fee, PROFI shall sell Assets to pay the fee;
- (c) In addition to PROFI's annual investment management fee, the CLIENT shall also incur, relative to:
 - (1) all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses); and
 - (2) independent investment managers, the fees charged by each separate manager who is engaged to manage the Assets; and
- (d) No portion of PROFI's compensation shall be based on capital gains or capital appreciation of the Assets, except as provided for under the Investment Advisers Act of 1940 as amended (the "Advisers Act").
- (e) Fees shall be paid in United States dollars.

4. Custodian

- (a) CLIENT has opened or will open an Account with Custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. All funds/securities will be delivered between CLIENT and the Custodian only. CLIENT hereby authorizes PROFI to receive from the Custodian a copy of any agreement between CLIENT and the Custodian in effect at any time with respect to the Account.
- (b) The Assets shall be held only at the Custodian, not PROFI. PROFI is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as PROFI shall direct in connection with the performance of PROFI's obligations in respect of the Assets.

5. Account Transactions

- (a) CLIENT recognizes and agrees that in order for PROFI to discharge its responsibilities, it generally will engage in securities brokerage transactions described in paragraph 1 herein;

- (b) Commissions and/or transaction fees are generally charged for effecting securities transactions; and
- (c) The brokerage commissions and/or transaction fees charged to CLIENT for securities brokerage transactions are exclusive of, and in addition to, *PROFI Compensation* as defined in paragraph 3 hereof.

6. Account Valuation

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last sale reporting shall be valued at the amount reported on the statement that CLIENT receives from the Custodian. Such securities which are not traded nor subject to last sale reporting shall be valued at the latest available bid price reflected by quotations furnished to PROFi by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by PROFi and CLIENT to reflect fair market value.

7. Risk Acknowledgment

PROFI does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that PROFi may take or recommend for the Account, or the success of PROFi's overall management of the Account. CLIENT understands that investment recommendations for the Account by PROFi are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. PROFi shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

8. Directions to PROFi

All directions, instructions and/or notices from the CLIENT to PROFi shall be in writing. PROFi shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

9. PROFi Liability

PROFI, subject to the limitations set forth below, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third-party service providers recommended to the CLIENT by PROFi, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of the CLIENT's total assets, PROFi shall only be responsible for those assets that the CLIENT has designated to be the subject of PROFi's investment management services under this Agreement without consideration to those additional assets not so designated by the CLIENT.

If, during the term of this Agreement, PROFi purchases specific individual securities for the Account at the direction of the CLIENT (i.e. the request to purchase was initiated solely by the CLIENT), the CLIENT acknowledges that PROFi shall do so as an accommodation only, and that the CLIENT shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the CLIENT further acknowledges and agrees that PROFi shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly Account reports prepared by PROFi. However, PROFi may continue to include any such assets for purposes of determining PROFi Compensation. In addition, with respect to any and all accounts maintained by the CLIENT with other investment professionals or at custodians for which PROFi does not maintain trading authority, the CLIENT, and not PROFi, shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the CLIENT desires that PROFi provide investment management services with respect to any such assets or accounts, the CLIENT may engage PROFi to do so for a separate and additional fee.

The CLIENT acknowledges that investments have varying degrees of financial risk, and that PROFI shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the CLIENT's investment objectives.

The CLIENT further acknowledges and agrees that PROFI shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the CLIENT'S predecessor advisors/custodians to the Accounts to be managed by PROFI), including, but not limited to, adverse consequences resulting from:

- (a) securities purchased or sold, or advice provided, prior to the execution of this Agreement, including, but not limited to, the services provided by the CLIENT's predecessor advisor(s);
- (b) failure to be protected or benefit from any market-related events, including market corrections or advances; or,
- (c) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer/custodian.

The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore no portion of the above shall constitute a waiver or limitation of any rights which the CLIENT may have under any federal or state securities laws, ERISA, or under the rules promulgated by the Employee Benefits Security Administration and/or the Department of Labor.

10. Proxies

PROFI does not vote proxies. The CLIENT shall be responsible for:

- (a) directing the manner in which proxies solicited by issuers of securities beneficially owned by CLIENT shall be voted; and
- (b) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.

11. Reports

PROFI and/or Account custodian shall provide CLIENT with periodic reports for the Account. In the event that PROFI provides supplemental Account reports that include assets for which PROFI does not have discretionary investment management authority, the CLIENT acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice.

12. Termination

CLIENT may terminate the Agreement without penalty or fee within five (5) business days of signing the Agreement. Thereafter, this Agreement will continue in effect until terminated by either party by giving to the other party 30 days' written notice. Termination of this Agreement will not affect:

- (a) the validity of any action previously taken by PROFI under this Agreement;
- (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or
- (c) CLIENT's obligation to pay advisory fees (prorated through the date of termination).

Upon the termination of this Agreement, PROFI will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account and will refund any unearned advisory fees.

13. Assignment

This Agreement may not be assigned (within the meaning of the Advisers Act) by either CLIENT or PROFI without the prior consent of the other party. CLIENT acknowledges and agrees that transactions that do not result in a change of actual control or management of PROFI shall not be considered an assignment pursuant to Rule 202(a)(1) under the Advisers Act. Should there be a pending assignment of this Agreement (within the meaning of

Advisers Act), the CLIENT will be provided with written notice of such event. If the CLIENT does not object to such assignment, in writing, it will be assumed that the CLIENT has consented to the assignment, and services will continue to be provided to the CLIENT under the terms and conditions of this Agreement. Examples of an assignment include, but are not limited to, the sale of the assets of PROFi to an unaffiliated investment adviser, a merger of PROFi into an unaffiliated investment adviser, or a material change in the ownership of PROFi.

14. Non-Exclusive Management

PROFI, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other CLIENTs, as PROFi does for the Assets. CLIENT expressly acknowledges and understands that PROFi shall be free to render investment advice to others and that PROFi does not make its investment management services available exclusively to CLIENT. Nothing in this Agreement shall impose upon PROFi any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which PROFi, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other CLIENT, if in the reasonable opinion of PROFi such investment would be unsuitable for the Account or if PROFi determines in the best interest of the Account it would be impractical or undesirable.

15. Death/Disability/Incompetency

The death, disability or incompetency of CLIENT will not terminate or change the terms of this Agreement. However, CLIENT's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to PROFi. CLIENT recognizes that the custodian may not permit any further Account transactions until such time as any documentation required is provided to the custodian.

16. Arbitration

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to PROFi's services under this Agreement, both PROFi and CLIENT agree to submit the dispute to arbitration in Salt Lake City, Utah in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction (or the arbitration rules of the International Centre for Dispute Resolution "ICDR" if CLIENT is not domiciled in the United States). Unless the parties can agree on a single arbitrator, the matter shall be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. The arbitrator(s) must issue any decision or award in writing with reasons for the decision or award. All arbitration proceedings will be in English.

PROFI and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both PROFi and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial. CLIENT acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. CLIENT acknowledges and agrees that in the specific event of nonpayment of any portion of PROFi's fee pursuant to this Agreement, PROFi, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.

17. Receipt

CLIENT acknowledges receipt of PROFi's Privacy Policy Statement enclosed herewith as Exhibit "B", together with one or more of the following disclosure documents:

- (a) Parts 2A and 2B of Form ADV (a disclosure brochure discussing the scope of PROFi's services, fees, and any corresponding **conflicts of interest**); or
- (b) a disclosure statement containing the equivalent information; or
- (c) a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV if CLIENT Accounts will be included in a wrap fee program.

18. Severability

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

19. CLIENT Conflicts

If this Agreement is between PROFi and related CLIENTs (i.e. spouse, life partners, etc), PROFi's services shall be based upon the joint goals communicated to PROFi. PROFi shall be permitted to rely upon instructions from either party with respect to the Assets that are jointly owned, unless and until such reliance is revoked in writing to PROFi. PROFi shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the CLIENTs.

20. Entire Agreement

This Agreement represents the entire agreement between the parties. This agreement supersedes and replaces, in its entirety, all previous agreements regarding the Accounts between the CLIENT and PROFi.

21. Amendments

PROFI may amend this Agreement upon written notification to the CLIENT unless the CLIENT notifies PROFi to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

22. Applicable Law/Venue

To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between PROFi and CLIENT shall be the County of Utah, State of Utah.

23. Electronic Delivery

The CLIENT authorizes PROFi to deliver, and the CLIENT agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via PROFi's internet web site, as well as all other correspondence from PROFi. PROFi shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the CLIENT's last provided email address (or upon advising the CLIENT via email that such document is available on PROFi's web site).

Please Note: It is the CLIENT's obligation to notify PROFi, in writing, of any changes to the CLIENT's email address. Until so notified, PROFi shall rely on the last provided email address. The CLIENT acknowledges that the CLIENT has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, the CLIENT's electronic delivery situation changes, or the CLIENT is unable to open a specific document, the CLIENT agrees to immediately notify PROFi so that the specific issue can be addressed and resolved.

Please Also Note: By execution below, the CLIENT releases and holds PROFi harmless from any and all claims and/or damages of whatever kind resulting from PROFi's electronic transmission of information, provided that PROFi has correctly addressed the electronic transmission to the CLIENT and/or other intended recipient(s).

24. Wire Transfers

The CLIENT acknowledges that any written request made to PROFi to assist in the transfer of funds from the Account will not be acted upon by PROFi until PROFi has first confirmed the authenticity of the request with the CLIENT.

25. Representations/Authority

CLIENT acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. CLIENT correspondingly agrees to immediately notify PROFIT, in writing, in the event that either of these representations should change. The CLIENT specifically represents as follows:

- (a) If CLIENT is an **individual**, he/she:
 - (1) is of legal age and capacity,
 - (2) has full authority and power to retain PROFIT,
 - (3) the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and,
 - (4) the CLIENT owns the Assets, without restriction;

- (b) If CLIENT is:
 - (1) a **participant or beneficiary of a Plan** subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Internal Revenue Code, with authority to direct the investment of assets in his or her Plan account or to take a distribution;
 - (2) the **beneficial owner of an IRA** acting on behalf of the IRA; or,
 - (3) a **Retail Fiduciary** with respect to a plan subject to Title I of ERISA or described in section 4975(e)(1)(A) of the Code,

then PROFIT represents that it and its investment adviser representatives are fiduciaries under ERISA or the Code, or both, with respect to any investment advice provided by PROFIT or its investment adviser representatives or with respect to any investment recommendations regarding a Plan or participant or beneficiary account;

- (c) If CLIENT is an **entity**, it:
 - (1) is validly organized under the laws of applicable jurisdictions,
 - (2) has full authority and power to retain PROFIT,
 - (3) the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and,
 - (4) the CLIENT owns the Assets without restriction; and

- (d) If CLIENT is a **retirement plan (“Plan”)** organized under the Employment Retirement Income Security Act of 1974 (“ERISA”), PROFIT represents that it is an investment fiduciary registered under the Advisers Act, and the Plan represents that it is validly organized and is the beneficial owner of the Assets. The Plan acknowledges that PROFIT’s services shall be limited to the management of the Assets, and **do not include** legal, accounting, or plan administration services (unless PROFIT expressly agrees, in writing, to provide plan administration services). Unless otherwise reflected on Schedule “A”, the only source of compensation to PROFIT under this Agreement shall be the fee paid to PROFIT by the Plan. The Plan further represents that PROFIT has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing Plan’s authority to retain PROFIT. The Plan will furnish promptly to PROFIT any amendments and further agrees that, if any amendment affects the rights or obligations of PROFIT, such amendment will not be binding on PROFIT until agreed to by PROFIT in writing. If the Assets contain only a part of the investments of the Plan’s assets, the Plan understands that PROFIT will have no responsibility for the diversification of all of the Plan’s assets, and that PROFIT will have no duty, responsibility or liability for Plan investments that are not part of the Assets. The Plan is responsible for voting all Proxies per paragraph 10 above.

IN WITNESS THEREOF, CLIENT and PROFI have executed this Agreement on the date below written.

Accepted by CLIENT:

→ _____ Client Signature	_____ Client Signature
_____ Client Printed Name	_____ Client Printed Name
_____ Client birthdate	_____ Client birthdate
_____ Client SSN / TIN	_____ Client SSN / TIN
_____ Client Primary Phone	_____ Client Primary Phone
_____ Client Primary email	_____ Client Primary email
_____ Client Primary Address	_____ Client Address (if applicable)
_____ Client City, State, Zip	_____ Client City, State, Zip (if applicable)
→ _____ Date	_____ Specify Legal Relationship (if any)

Accepted by PROFI:

_____ PROFI Authorized Signature	_____ Effective Date
_____ PROFI Printed Name	

Enclosures:

- Exhibit A – Fee Schedule
- Exhibit B – Privacy Policy Statement

EXHIBIT "A" – Fee Schedule

PROFI's annual fee for investment management services provided under this Agreement is based upon a percentage (%) of the total market value and type of assets placed under management, generally between negotiable and 1.00%, which shall be based upon various objective and subjective factors, including, but not limited to the amount of the assets placed under PROFI's direct management, the complexity of the engagement, and the level and scope of the overall investment advisory services to be rendered.

The following are the fees charged by The Professional Financial Company LLC ("PROFI") for services provided:

Account Balance		Annual Fee	Quarterly Fee
First \$0 to \$1,000,000	(\$0 - \$1M)	1.00%	0.25%
Next \$4,000,000	(\$1M - \$5M)	0.87%	0.2175%
Next \$5,000,000	(\$5M - \$10M)	0.75%	0.1875%
Next over \$10,000,000	(\$10M +)	0.50%	0.125%

Or _____% Custom ***Annual*** Flat Fee on Managed Assets

This Annual fee will be prorated and payable quarterly, in advance, based on the market value of the Assets on the last business day of the previous quarter.

By providing my initials here, I hereby authorize the Custodian of the Assets to charge the Accounts for the amount of PROFI's annual fee and to remit such fee to PROFI in compliance with regulatory procedures. I further acknowledge that if I do not provide my initials here, I will be billed directly for PROFI's annual fee with the understanding that I am responsible to remit payment immediately upon receipt of the invoice from PROFI.

Client Initials: _____

EXHIBIT "B" – Privacy Policy Statement

Investment advisers are required by law to inform their clients of their policies regarding privacy of client information. We are bound by professional standards of confidentiality that are even more stringent than those required by law.

Federal law gives the client the right to limit some but not all sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information.

TYPES OF NONPUBLIC PERSONAL INFORMATION (NPI) WE COLLECT

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization. This can include but is not limited to your Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Sources of Income, and Credit Card Numbers or Information. When you are no longer our client, we may continue to share your information only as described in this notice.

PARTIES TO WHOM WE DISCLOSE INFORMATION

All Investment Advisers may need to share personal information to run their everyday business. In the section below, we list the reasons that we may share your personal information:

- For everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus;
- For our marketing – to offer our products and services to you;
- For joint marketing with other financial companies;
- For our affiliates' everyday business purposes – information about your transactions and experiences and information about your creditworthiness; or
- For affiliates and non-affiliates to market to you.

If you are a new client we may begin sharing your information on the day you sign our agreement. When you are no longer our client, we may continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

PROTECTING THE CONFIDENTIALITY OF CURRENT AND FORMER CLIENT'S INFORMATION

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law, including computer safeguards and secured files and building.

FEDERAL LAW GIVES YOU THE RIGHT TO LIMIT SHARING – OPTING OUT

Federal law allows you the right to limit the sharing of your NPI by "opting-out" of the following: sharing for non-affiliates' everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing. Please notify us immediately if you choose to opt out of these types of sharing.

DEFINITIONS: Affiliates – companies related by common ownership or control. They can be financial and non-financial companies; Non-affiliates – companies not related by common ownership or control. They can be financial and non-financial companies; Joint marketing – a formal agreement between non-affiliated financial companies that together market financial products or services to you.