

This Agreement is entered into by Cornerstone Professional Advisors Services, LLC ("ADVISER"), a Registered Investment Adviser, and

("CLIENT"). The CLIENT hereby retains the ADVISER to manage a specified PORTFOLIO of assets according to the needs of the CLIENT.

**1. ACCOUNT SET-UP PROCEDURES**

- A. PORTFOLIO represents initial cash and securities plus any additions and less any withdrawals.
- B. Unless otherwise noted, custody of funds and securities will be maintained by TD Ameritrade, Inc., ("CUSTODIAN").
- C. CLIENT agrees to notify ADVISER of any changes in ownership or control of PORTFOLIO.
- D. CLIENT agrees to notify ADVISER of any withdrawals as soon as they occur. CLIENT accordingly holds the ADVISER harmless for purchases made before the ADVISER had knowledge of withdrawals.
- E. CLIENT certifies they have the authority to make decisions for the PORTFOLIO and to invest in mutual funds, EFTs, power shares, and corporate bonds. Client existing equity and bond holdings are held and /or managed as an accommodation for the CLIENT.
- F. ADVISER will not have physical control of cash, securities or other assets.
- G. ADVISER agrees to establish an account with a CUSTODIAN of the CLIENT'S choice that will provide statements to both CLIENT and ADVISER.
- H. ADVISER agrees to conduct a fact-finding process whereby the ADVISER can determine CLIENT'S specific objectives and create a suitable investment strategy.

**2. ASSET MANAGEMENT AND TRADING PROCEDURES**

- A. CLIENT agrees that all recommendations, advice and information is for the individual use of the CLIENT and will not be duplicated or shared.
- B. CLIENT agrees that ADVISER has sole discretion for trading and decisions that affect the investments of the PORTFOLIO.
- C. CLIENT appoints the ADVISER, or any of its officers, to act as the CLIENT'S agent to order purchases, sales or other transactions. That officer acts as attorney-in-fact with limited power of attorney.
- D. CLIENT understands that cash awaiting investment or reinvestment may be invested in cash balances or money market funds by CUSTODIAN, and balances will bear interest or dividends.
- E. ADVISER holds that it will not be required to vote or give advice with respect to the proxies of the assets in which the portfolio is invested.
- F. ADVISER agrees that, all security transactions will be cleared through CUSTODIAN named above.

- G. ADVISER agrees to provide advice and provide a periodic review and analysis of the investment guide lines of the CLIENT'S PORTFOLIO.
- H. ADVISER agrees to reinvest all dividends and interest according to the CLIENT'S established objectives.
- I. Our ADV Part II discloses our brokerage practices, soft dollar arrangements and other compensation derived from other entities', and our best execution practices.

**3. REPORTING PROCEDURES**

- A. ADVISER agrees to provide a detailed performance report on a calendar quarter basis, which describes PORTFOLIO performance, positions and activity.
- B. CLIENT will receive periodic statements of asset holdings from CUSTODIAN.
- C. Quarterly statements from ADVISER and CUSTODIAN may be slightly different due to different security pricing dates.

**4. FEES, CHARGES AND BILLING INSTRUCTIONS**

- A. Annualized advisory fees are payable quarterly in arrears.
- B. Fee payments are due and will be assessed at the end of each calendar quarter based on the market value of the portfolio assets (securities, cash or cash equivalents) as of the close of business on the last day of the prior quarter.
- C. The schedule of fees for advisory services is as follows:
 

\$0 - \$500K	1.50%
\$500k - \$1M	1.25%
\$1M - \$2M	1.00%
\$2M - \$3M	0.75%
\$3M - \$5M	0.50%
\$5M and up	0.35%
- D. Copies of all invoices will be mailed to the CLIENT.
- E. Additional fees may be due to ADVISER when CLIENT makes significant deposits during the calendar quarter.
- F. ADVISER will not refund fees for withdrawals from the PORTFOLIO during the calendar quarter. The CLIENT is encouraged to make withdrawals within two weeks before the end of the calendar quarter.
- G. ADVISER may modify a CLIENT'S fee schedule by providing thirty business days prior written notice.
- H. CLIENTS, who elect to pay fees from another source other than the PORTFOLIO, will be charged \$10 for payments received 15 days after the date of invoice.
- I. CLIENT authorizes ADVISER to debit all advisory fees payable pursuant to the schedule above directly from the CLIENT'S CUSTODIAN account and liquidate assets to pay the fee. It is the responsibility of the advisory client to verify the accuracy of the advisory fee charged and debited from the account because the custodian will not review or in any way determine whether the fee has been properly calculated.
- J. Lower fees for comparable services may be available from other sources.

- K. Besides the above-mentioned advisory fees, CLIENT will have deducted from their accounts fees, if any, for execution services and/or any fees imposed by third parties.
- L. Fees pertaining to securities for which market quotations are not readily available will be disclosed to CLIENT on how valuations were determined and the source of the pricing.

**5. TERMINATION**

- A. Without obligation, the CLIENT has the right to cancel this Agreement within 5 business days after execution.
- B. This Agreement may be terminated, without cause, by either party with 30 calendar day’s prior written notice.
- C. Written notice of termination shall be provided by certified mail with a return receipt requested.
- D. The power of attorney shall remain in force until the end of the 30 calendar day notice period, unless otherwise notified.
- E. Management fees will be due for the period through the 30 calendar day notice period.
- F. Unearned fees will be refunded after the 30 calendar day notice period.

**6. RELATIONSHIPS**

- A. ADVISER is registered as an investment adviser under the Investment Advisers Act of 1940, as amended.
- B. ADVISER is responsible for all actions and liabilities established under this Agreement.
- C. If CLIENT elects to act on any of the financial planning recommendations, CLIENT understands that a conflict exists between the interests of the ADVISER and CLIENT. CLIENT is under no obligation to effect the investment transactions through the ADVISER.
- D. ADVISER has contractual arrangements with field representatives who are independent financial consultants. These consultants may provide other advice separate from the advice provided by the ADVISER.

**7. MISCELLANEOUS PROVISIONS**

- A. This Agreement shall be governed by the laws of the State of New York, and in conformance with the Investment Advisers Act of 1940.
- B. The CLIENT or ADVISER shall not assign the Agreement without the prior written consent of the other party.
- C. The Agreement shall become effective upon acceptance by the ADVISER as evidenced by the signature of a Principal of the ADVISER.
- D. The parties acknowledge and agree that this Agreement

constitutes the final expression of the parties, and the parties also agree that all prior and contemporaneous Agreements between the parties, if any, are adopted herein , and this Agreement constitutes the final understanding between the parties.

**8. ARBITRATION**

- A. It is agreed that any controversy between CLIENT and ADVISER arising from the management of the portfolio, or other matter related to this Agreement, shall be settled by arbitration. Arbitration will be conducted with JAMS or AAA who has experience in resolving securities or investment management-related disputes. The arbitration will be conducted under the laws of the state in which the ADVISER has their principal place of business and that the CLIENT waives its rights to a jury trial except to the extent otherwise mandated by Federal or State securities law.
- B. With respect to Arbitration, the CLIENT understands that: arbitration is final and binding on the parties; this agreement to arbitration does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under Federal or applicable State securities law.

**9. RECEIPT OF ADVISER'S BROCHURE (SUMMARY OF ADV PART II)**

- A. CLIENT acknowledges receipt of ADV Part 2 as required by Rule 204-3 under the Investment Advisers Act of 1940, as amended. CLIENT also agrees that all information is complete and accurate.

**10. SIGNATURES**

_____	_____
Client Signature	Date

_____	_____
Client Signature	Date

Advisor Signatures:

_____	_____
Cornerstone Advisors	Date

_____	_____
Cornerstone Advisors	Date