

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 Schwab Institutional ("CUSTODIAN"), a division of Charles Schwab & Co. Inc.
- 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. Fees will be prorated for the timing of deposits.
- 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.

