

Tavco Financial Advisory, Inc.
Advisory Agreement

THIS ADVISORY AGREEMENT ("Agreement") is made this _____ day of _____, 20____ by and between Tavco Financial Advisory, Inc. (the "Advisor"), a Ohio corporation, whose principal place of business is located at 4910 Old Mechanicsburg Road, Springfield, Ohio 45502, and the client whose name and address are listed below (the "Client"). The Advisor and the Client may be referred to collectively as the Parties.

Client Name: _____

Client Address: _____

Client Name: _____

Client Address: _____

(A) Appointment as Investment Consultant.

Client retains the Advisor and the Advisor agrees to provide investment consulting services with respect to certain assets of the Client (the "Portfolio") in accordance with the terms and conditions set forth in this Agreement.

(B) Scope of Advisor Services.

The Advisor shall make recommendations to the Client for third party asset managers (the "Manager") to manage the Portfolio pursuant to the terms of the investment advisory agreement entered into between the Client and the Manager. Advisor shall not make independent recommendations regarding the management of the assets in the Portfolio.

(C) Investment Objectives.

The Client agrees to inform the Advisor of the Client's investment objectives. The Advisor will use its best efforts to select and recommend Managers for the Portfolio consistent with the Client's investment objectives. It shall be the Client's responsibility to advise the Advisor in writing of any change to Client's investment objectives and any changes to Client's financial circumstances including, but not limited to, change in employment status, time horizon, risk tolerance, and/or any significant change in lifestyle that could reasonable be expected to impact a client financial circumstances.

(D) Custody of Assets.

Advisor is not a Custodian and will not take possession of or hold any assets in the Portfolio. Advisor will not directly conduct any securities transactions on behalf of Client or participate directly in the selection of the securities to be purchased or sold for Client.

(E) Expenses.

All expenses related to the Portfolio including, but not limited to, management fees charged by the Manager, shall be paid by the Client.

(F) Fees.

Client shall pay an advisory fee to the Manager in accordance with the Manager's fee schedule. Additionally, Client will pay Advisor a fee based upon a percentage of the total amount of assets placed by Advisor with the Manager, as set forth on the attached Exhibit A. The Manager will deduct its fee and the

Advisor's fee from the Portfolio in accordance with the agreement between the Client and the Manager, and will remit to the Advisor its portion of the fee, as indicated on Exhibit A. The industry standard for investment advisory fees is 2% of the assets under management. The combined fees paid by the Client to the Advisor and the Manager may be higher than the industry standard. Lower fees for comparable services may be available from other sources.

(G) Assignment and Termination.

No Assignment of this Agreement shall be made by the Advisor without written consent of the Client. If client has not received a copy of Advisor's Brochure or Form ADV Part 2 at least 48 hours prior to signing this Agreement, Client has five (5) business days from the date of execution of this Agreement to terminate it without penalty or fees. Otherwise, client may terminate this Agreement upon notice to the Advisor at any time within five (5) days from the date of this Agreement. Thereafter, either Client or Advisor may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other. Upon termination, any fees owed to the Advisor shall be paid by the Client on a prorated basis as of the effective date of termination. If Client has pre-paid any fees, a refund of any such fees shall be given on a pro rata basis.

(H) Limit of Liability.

Client agrees that all transactions in Client's Portfolio are for Client's sole account and risk. The Advisor shall not be excluded from liability for losses occasioned by the Advisor's willful misfeasance or bad faith, in the performance of its duties under this Agreement. The securities laws impose liabilities under certain circumstances on persons who act in good faith and nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable federal or state law.

(I) Conflicts of Interest.

The Client acknowledges that the Advisor is affiliated with The Tavenner Company, Inc., a broker dealer firm at which the Client may also maintain securities accounts. In the event that transactions effected in the Client's securities accounts are managed by the Manager, the Advisor will receive a portion of the fees associated with the management of those assets. In addition, the client acknowledges that when a recommendation is made for securities sold through The Tavenner Company, Inc., as they are deemed more suitable for the client's financial needs, the Advisor will receive compensation through the sale of that securities product sold through The Tavenner Company, Inc.

The Client also acknowledges that the Advisor is affiliated with The Tavenner Agency, Inc., a insurance brokerage firm at which the Client may also have purchased fixed insurance products. In the event that a risk assessment identifies the need for and the Advisor recommends a fixed insurance product, the Advisor will receive compensation through the sale of that fixed insurance product.

(J) Non-Exclusive Management Services.

It is understood that the Advisor may perform investment consulting services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of the action taken, with respect to the Portfolio.

(K) Reliance of Information.

The client understands that the Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

(L) Electronic Delivery of Information.

By providing your email address, Advisor may deliver certain information to the Client by means of electronic delivery. The types of information that Advisor may disseminate through electronic means includes its Form ADV, Client Advisory Agreements, and Privacy Policy. Advisor will use electronic mail addressed to the e-mail address

provided by Client to deliver the documents and will provide the information in portable document format, or PDF format. If you do not already have Adobe Reader installed on your computer to allow you to access documents in PDF format, you can download it at no cost by going to [Http://get.adobe.com/reader/](http://get.adobe.com/reader/) using your Internet browser. Online charges may be assessed by your Internet service provider for accessing electronic documents and downloading software. By signing this agreement and providing email address below, Client consents to the electronic delivery of information described in this paragraph during the time this agreement is in effect. Client may revoke this consent at any time by sending Advisor written notice of revocation. Upon receipt of Clients written revocation, Advisor will send information to Client in paper format.

E-mail address: _____

(M) General Provisions.

- (a) Unless otherwise specified in this Agreement, all notices, instructions, and any advice of confirmations of security transactions or other matters contemplated by this Agreement shall be deemed to be duly given when received in writing by the Advisor at the address above, or when deposited by first class mail addressed to the Client at the address appearing above or at such other address as Client shall specify in a notice similarly given.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Ohio. In the event of any dispute or controversy the Advisor and Client agree that any appropriate state court located in Clark County, shall be the proper forum in which to adjudicate such case or controversy. The Parties consent to the jurisdiction of such courts.
- (c) Each section of this Agreement and any and every provision shall be severable from every other section of this Agreement and any and every other provision and the invalidity or unenforceability of any section or provision shall not affect the validity of any other section or provision of this Agreement.
- (d) This agreement embodies the entire Agreement of the Parties with respect to its subject matter, and all prior agreements, understanding, and negotiations are merged into this Agreement and superseded.
- (e) Except as provided in Section G, this Agreement may not be amended unless such Amendment is in writing and signed by the parties sought to be bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Client: _____

Signature: _____

Date: _____

Client: _____

Signature: _____

Date: _____

Accepted By:

Name: Thomas J. Tavenner

Signature: _____

Title: President & CCO

Date: _____

EXHIBIT A

MANAGED ACCOUNT DISCLOSURE

- I understand that placing assets under management is no guarantee of increased returns. Managed assets may do better, just as well, or worse than unmanaged assets.
- I understand that past performance is no guarantee of future results.
- I have received the ADV Part 2 of Tavco Financial Advisory, Inc.
- I have received the ADV Part 2 of _____ management company.
- I understand that management fees for the 3rd party money managers and Tavco Financial Advisory, Inc. are listed in the management company application. The maximum advisory fee paid to Tavco Financial Advisory, Inc. is 1.5% of assets under management.
- Tavco Financial Advisory, Inc. fees that will be deducted from my investments by third party money managers and/or their custodian:

\$0 - \$100,000 = 1.5%

$$\$100,001 - \$250,000 = 1.25\%$$
$$\$250,001+ = .75\%$$

Approximate value of account being placed under management_____

CLIENT NAME

CLIENT SIGNATURE

DATE _____

JOINT CLIENT NAME

JOINT CLIENT SIGNATURE

DATE _____

REP SIGNATURE _____ REP # _____ DATE _____

PRINCIPAL SIGNATURE _____ DATE _____