

## Standard Fee-Based Discretionary Investment Agreement

This investment management agreement (the "Agreement") is made on  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between the undersigned party(ies),

Primary Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Secondary Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Hereinafter referred to as "you" or "your")  
and REMICK CAPITAL, LLC, a registered investment adviser,  
whose mailing address is: 11525 SW Diane Pl, Beaverton, OR 97005  
(Hereinafter referred to as "us," "we," or "our").

**1. Scope of Engagement:** You hereby appoint us as your investment adviser to perform the services hereinafter described, and we accept this appointment as stated. We shall be responsible for the investment and reinvestment of those assets that you designate to be subject to our management as set forth in the "Client Profile."

You hereby appoint us as your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over your Account to buy, sell, or otherwise effect investment transactions involving the Assets. We are authorized, without your prior consultation, to buy, sell, and trade in stocks, bonds, mutual funds, index funds, exchange traded funds and other securities and/or contracts relation to the same, on margin (only if a separate written margin authorization has been granted), including investing Assets in short-term money-market instruments when we deem necessary, and to give instructions in furtherance of such trading authority to the broker-dealer of the Account ("Broker-Dealer") and the custodian of the Assets ("Custodian").

Unless otherwise specifically and expressly indicated in this Agreement, you acknowledge and understand that the service to be provided by us under this Agreement is limited to the management of the Assets and does not include financial planning or any other related or unrelated services. To the extent that you desire any services outside the scope of this Agreement, the specific nature of the services required shall be set forth in a separate written agreement for which services we shall be paid a separate and additional fee.

**2. Management Fee:** Our annual fee for the services provided under this Agreement shall be a percentage of the market value of the Assets under our management in accordance with the schedule of fees that is attached (Exhibit B). The fee will be prorated and paid quarterly, in arrears, based upon the market value of the Assets on the last day of the previous quarter as valued by the Custodian. No increase in the advisory fee shall be effective without prior written notification to you.

You hereby authorize us to invoice the Custodian for the management fee and direct and authorize the Custodian to deduct the amount stated in the Schedule of Fees from your Account. You hereby direct, and authorize us to instruct the Custodian to send you a statement, at least quarterly, indicating all amounts disbursed from the Account including the Management Fee paid from the Account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the management fee and that the Custodian will not determine whether the fee is accurate or properly calculated.

**3. Execution of Brokerage Transactions:** Unless directed otherwise, we will arrange for the execution of securities brokerage transactions for the Assets through a broker-dealer that we reasonably believe will provide the "best execution." In seeking best execution, the determinative factor is not the only the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of the Broker-Dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although we will seek competitive commission rates, we may not necessarily obtain the lowest possible commission rates for Account transactions.

You may direct us in writing to use a particular broker-dealer to execute some or all transactions for your Account. In that case, you will have the sole responsibility to negotiate terms and arrangements for the Account with the broker.

**4. Custodian:** We shall not maintain physical custody of your Assets; rather your Assets will be held in the custody of a Custodian meeting the requirements of a "qualified custodian" under Rule 206(4)-2 of the Advisers Act. We are 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, make payments and otherwise take such actions as we shall direct in connection with the performance of our obligations with respect to the Assets.

The fees charged to you by the Custodian for transactions of all kinds of securities (stocks, bonds, mutual funds, and other instruments) are exclusive of, and in addition to, the management fee and other charges discussed herein.

**5. Risk Acknowledgement:** We do not guarantee the future performance of your Account, any specific level of performance, the success of any investment decision or strategy that we may use, or the success of our overall management of the Account. You understand that our investment decisions made for your Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

**6. Advisor Liability:** Except as otherwise provided by law, neither we nor any of our employees, affiliates, representatives or agents shall be liable for (a) any loss that you may suffer by reason of any investment decision made or other action taken or omitted in good faith by us with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use, (b) any loss arising from our adherence to your written or oral instructions, or (c) any act or failure to act by the Custodian, any Broker-Dealer to which we direct transactions for the Account, or by any other non-party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that you may have under those laws.

If the Account contains only a portion of your total assets, we shall not be responsible for: (i) any of your assets not set forth to us in the Client Profile (Exhibit A) of this Agreement; or (ii) proper diversification of all of your assets.

**7. Proxies:** You shall be responsible to vote all proxies solicited by issuers of securities you beneficially own and make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the securities in the Account.

**8. Account Reports:** We will provide you with a report that may include such relevant Account and/or market related information such as an inventory of Account holdings and Account performance not less than annually. You

will also receive confirmations of each transaction executed for the Account and a brokerage statement no less than quarterly directly from the Custodian.

**9. Non-Exclusivity:** You acknowledge and understand that we are free to render investment advice to others and that we do not make our services available exclusively to you. We (and our Advisory Affiliates, employees, representatives, and agents) may have or take the same or similar positions in specific investments for our own accounts, or for the accounts of other clients, as we do for you. Nothing in this Agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the Account, any security which we (or our Advisory Affiliates, employees, representatives, and agents) may purchase or sell for our own accounts or for the account of any other client, unless in our sole determination, such investment would be in the best interest of the Account.

**10. Notices:** Any notice, correspondence, or other communication required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing, or (b) you have consented in writing to receive such notice, correspondence, or other communication from us by electronic delivery (e.g., e-mail). All of your directions to us (including notices, instructions and directions relating to changes in your investment objectives) shall be in writing. We may rely upon any such direction, notice, or instruction unless and until we have been advised in writing of changes thereto.

**11. Assignment:** Neither party may assign this Agreement without the consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control or management shall not be considered an assignment.

**12. Confidentiality:** Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the services contemplated by this Agreement, both parties agree to treat information provided in connection with this Agreement as confidential.

**13. Receipt of Disclosures:** You hereby acknowledge receipt of our Privacy Policy Notice and a copy of our written disclosure statement as set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration) or otherwise meeting the requirements of Rule 204-3 of the Advisers Act.

**14. Client Conflicts:** If this Agreement is with more than one client, our services shall be based upon the joint goals as communicated to us by the joint-clients, collectively. Thereafter, we are authorized to rely upon instructions and/or information we receive from either joint-client, unless and until such authorization is revoked in writing to us. We 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 joint-clients.

**15. Arbitration:** Subject to the conditions and exceptions noted below and to the extent not inconsistent with applicable law, in the event of any controversy, dispute or claim arising out of or relating to this Agreement, both parties agree to submit the dispute to arbitration before a single arbitrator in accordance with the Commercial Rules of the American Arbitration Association then in effect. The prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses.

**You understand that this agreement to arbitrate 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 laws.**

**16. Death or Disability:** If you are a natural person, your death, disability or incompetence will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving us proper written notice.

**17. Client Representations and Warranties:** You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which you are bound, whether arising out of contract, operation of law, or otherwise. You acknowledge that you have provided us with the information set forth on the Client Profile and represent that such information is a complete and accurate

representation of your financial position and goals. You agree that you will promptly inform us in writing if and when such information becomes incomplete or inaccurate during the term of this Agreement.

You also agree to provide us with any other information and/or documentation that we may request in furtherance of this Agreement or related to your investment needs, goals, objectives, and risk tolerance for the Account, either directly from you or through your designated attorney, accountant, or other professional advisers.

**18. Entire Agreement:** This Agreement and the Exhibits annexed hereto, which Exhibits are incorporated herein by reference and made a part hereof, constitute the entire *discretionary* Agreement(s) between the parties and supersedes all understandings, *discretionary* agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified with our written consent. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party.

**19. Waiver:** No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

**20. Severability:** If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and of full force and effect as though such provision was not included.

**21. Terms of Agreement and Termination:** By entering into this Agreement you agree to comply with the terms and conditions contained herein, and agree and acknowledge that we have the right to modify this Agreement at any time. We will provide you with notice of any such modifications and such modification shall thereafter become effective unless you provide us with notice of your intention to terminate the Agreement. You further agree to abide by any rules, procedures, standards, requirements or other conditions that we may establish in connection with your Account or this Agreement. This Agreement shall have an initial term of one-year, unless terminated by either party in writing as provided below. On the one-year anniversary date, and thereafter, this Agreement shall renew automatically without action by either party unless terminated pursuant to Section 22. We shall contact you at least annually to review our previous services and/or recommendations and to discuss the impact resulting from any changes in your financial situation and/or investment objectives. You shall have five (5) business days from the date of execution of this Agreement to terminate our services without penalty. This Agreement will continue in effect from the date set forth above and may be terminated at any time upon receipt of written notice to terminate by either party to the other. Termination of this Agreement will not affect (i) the validity of any action previously taken by us under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) your obligation to pay us fees that have already been earned under this Agreement. Upon the termination of this Agreement, we will not have any continuing obligation to take any action.

**22. Governing Law, Venue, and Jurisdiction:** To the extent not inconsistent with applicable federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder shall be governed or interpreted according to the laws of the State of Oregon without regard to choice of law considerations except for the Section entitled Arbitration, which shall be governed by the Federal Arbitration Act. Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction or not otherwise submitted to arbitration pursuant to this Agreement shall be brought and determined in the appropriate federal or state court in the State of Oregon and in no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts in any such suit, action or proceeding arising out of or relating to this Agreement.

## Client Profile – Exhibit A

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

Completed by: \_\_\_\_\_

Client Information			
Primary Client		Secondary Client	
Name		Name	
Date of Birth		Date of Birth	
Occupation		Occupation	
Citizenship		Citizenship	
Relationship			

Mailing Address		Legal Address	
Phone #:		Annual Income	
Phone #:		Net Worth (Exclusive of Residence)	
Fax #:		Marginal Tax Bracket	

Value of Assets	
Assets to be managed by Remick Capital	
Total investable liquid assets (all accounts)	

Investment Experience		
	Primary Client	Secondary Client
Mutual Funds:	_____ years	_____ years
Stocks:	_____ years	_____ years
Bonds:	_____ years	_____ years

Investment Objectives	
The investments should be structured to meet financial needs within: <input type="checkbox"/> 1 to 3 years <input type="checkbox"/> 4 to 7 years <input type="checkbox"/> 7 to 10 years <input type="checkbox"/> Greater than 10 years	The amount of income that will be needed to be withdrawn from the account is: <input type="checkbox"/> None <input type="checkbox"/> <2% per year <input type="checkbox"/> 2-4% per year <input type="checkbox"/> Greater than 4% per year _____

Financial Objective
Please select the box that most closely represents your objective for the account: <input type="checkbox"/> Capital Preservation - I wish to avoid any loss of account principal <input type="checkbox"/> Current Income - I require consistent income from investments that will not be reinvested <input type="checkbox"/> Modest Growth - I can accept modest fluctuations in portfolio value consistent with modest capital appreciation <input type="checkbox"/> Growth - I have only modest concern for portfolio fluctuations, and I will accept them to achieve higher returns <input type="checkbox"/> Aggressive Growth - I have little concern with fluctuations in portfolio value

Risk Attitude									
Select the number below that best reflects your risk/volatility tolerance for the entire portfolio. Note that any one component of the portfolio may be more of less risky/volatile than the portfolio as a whole.									
1	2	3	4	5	6	7	8	9	10
Low Volatility			Medium Volatility				High Volatility		

## Schedule of Fees – Exhibit B

This fee schedule is effective: \_\_\_\_\_. This fee schedule invalidates and supersedes any previous fee schedules for this client.

The base management fee for the services described in the Agreement is based on the following schedule:

Assets Under Management	Annual Advisory Fee
\$0 - \$100,000.00	1.25%
\$100,000.01 - \$250,000.00	1.10%
>\$250,000.00	1.00%

Assets are calculated by taking the aggregate value of all accounts under management with this fee structure. The schedule of fees is progressive, so fees are charged at one level before using the next level. For example, assets of \$300,000 would incur fees of 1.25% on \$100,000, plus 1.10% on \$150,000, plus 1.00% on \$50,000. For cash management accounts, the fee structure for all client accounts is 0.5%.

As discussed in the Agreement, the Management Fee is billed on a quarterly basis, in arrears, and is based upon the market value of the Assets on the last day of the previous quarter as valued by the Custodian(s).

Trading commission costs paid to our 3<sup>rd</sup> party Broker/Custodian for client accounts will be reimbursed by Remick Capital, LLC.

## Special Instructions – Exhibit C

Please list below any special conditions that are requested for the management of your account. If there are no additional instructions, state "None":

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### Primary Client:

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

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

### Secondary Client:

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

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

### Remick Capital, LLC Representative:

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

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