



Investment Advisory Agreement (Discretionary)

THIS INVESTMENT ADVISORY AGREEMENT (the "Agreement") is entered into on (Date) _____, _____, by the undersigned client set forth on Exhibit "A" ("Client") and Compass Financial Strategies ("Compass Financial"), an investment adviser registered with the state of Texas. Pursuant to the terms and conditions set forth herein, Client hereby employs Compass Financial as an investment adviser for all assets contained in the investment account designated on Exhibit "A" (referred to as the "Account" or the "Client Account"). Compass Financial's duties shall commence, and the compensation referred to herein shall begin to accrue, on the earlier to occur of the following (the "Effective Date"): (i) the date on which custodian designated on Exhibit "A" (the "Custodian") notifies Compass Financial that stocks, bonds, fixed income instruments and securities, EFTs, mutual funds, variable annuity sub accounts, variable universal life sub accounts, and any other securities and or contracts and assets, including money market instruments (collectively, the "Securities") and monies have been delivered to Custodian; or (ii) the date this Agreement is executed, in the event the Securities to be managed by Compass Financial are in the custody of Custodian at the time this Agreement is executed.

1. SERVICES

A. Advisory Services

Compass Financial will provide continuous and regular supervisory or management services, which shall include directing the investment and re-investment of the Securities, cash and other assets (collectively, the "Assets") in the Account on a discretionary basis, in accordance with the information provided by Client, pursuant to the terms and conditions of this Agreement. Client shall have the right to impose restrictions with respect to the investment of the Client Account by Compass Financial, including restricting investments in specific securities or industry sectors; provided, however, such Client restrictions are subject to the approval of Compass Financial.

B. Scope of Discretion

Client authorizes Compass Financial to exercise complete and total discretion in the investment of Assets in the Account. In this connection, Client authorizes Compass Financial, as agent, to buy, to sell and to trade Assets in the Account, in accordance with the terms and conditions of this Agreement.

C. Investment Objectives and Limitations

Client agrees to provide Compass Financial with a description of Client's assets and liabilities, investment objectives, earnings, acceptable levels of investment risk and financial objectives and other pertinent financial information ("Client Information"). Client understands, acknowledges and represents that it is aware that Compass Financial will rely on the Client Information in managing the Assets in the Account.

Client agrees to furnish promptly to Compass Financial, all data and information Compass Financial may reasonably request to render the services described herein. Client shall be solely responsible for the completeness and accuracy of the data and information furnished to Compass Financial under this Agreement. To this end, Client will advise Compass Financial promptly of (i) any changes or modifications to Client's objectives; and (ii) any specific investment restrictions relating to the Client Account. Client shall notify Compass Financial promptly, in writing, if Client considers any investments recommended or made for the Account or any Client Account to violate such objectives or restrictions.

D. Cash

Client agrees that at any given time, all or a portion of Assets in the Account may consist of cash. Furthermore, Client agrees that dividends and interest earned on investments shall be paid directly into the Account and may be treated as cash available for investment in the Account.

2. CUSTODIAL AND EXECUTION CLEARANCE SERVICES

A. General

Client agrees to use Custodian provided by Compass Financial. Additionally, Client hereby directs that all Securities purchase and sale orders for the Account be directed by Compass Financial to Custodian, who shall execute and perform the clearance

of same, and provide custodial account services to Client. Services provided by Custodian to Client include trading and custody of the Securities and other Assets for the benefit of the Client Account, providing monthly or quarterly account statements and certain tax reporting, and delivery of mutual fund or variable annuity prospectuses, proxy materials and other similar services. Custodial functions and account services include, among other things, crediting of interest and dividends on Account Assets and crediting of principal on called or matured Securities in the Account, together with other custodial functions customarily performed with respect to securities brokerage accounts.

Client should carefully review all the terms and conditions of the agreement(s) Client signs with Custodian. All aspects of Client's account with Custodian are governed by the terms and conditions described in Client's applicable agreement with Custodian, and not by this Agreement.

B. Allocation of Brokerage

Client understands and acknowledges that by directing Compass Financial to use Custodian, Compass Financial may not be in a position to select broker/dealers on the basis of best execution, or commingle or "batch" orders for purposes of execution with orders for the same securities for other accounts managed by Compass Financial (other than for other accounts also cleared through Custodian). Client understands that, by directing Compass Financial to use Custodian to execute transactions for the Account, certain transactions may result in less favorable net prices on the purchase and sale of securities than might be the case if Compass Financial were to select broker/dealers on the basis of best execution.

Notwithstanding the above, Client also understands and acknowledges that should Compass Financial place orders for the execution of portfolio transactions for the Account through other such brokers and dealers for execution on such markets, they will be at such prices and at such commission rates as in the judgment of Compass Financial will be in the best interests of Client, taking into consideration in the selection of such brokers and dealers, the available prices and rates of brokerage commissions, and other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio and management capabilities of Compass Financial, and the value of any ongoing relationship of Compass Financial with such brokers or dealers), without having to demonstrate that such factors are of a direct benefit to Client.

C. Transaction Costs

Client shall be responsible for payment of all ticketing or other transaction costs incurred from the purchase and sale of Securities under this Agreement. Such costs are not included as part of the advisory fee (as defined below). Any other transaction costs shall be noted on the trade confirmations. Client hereby authorizes Custodian to pay any ticketing charges and other transaction costs directly from the Accounts upon settlement of the trades.

D. Account Statements

Client acknowledges that Custodian shall generally make available confirmations of each purchase and sale to Client and Compass Financial. Additionally, Custodian will forward brokerage statements to Client and Compass Financial for each month in which activity occurs in the Client Account. Quarterly account statements will be forwarded by Custodian to Client and Compass Financial, regardless of whether there has been any activity in the Client Account.

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3. TRADING AUTHORIZATION

Client grants Compass Financial discretionary trading authorization with respect to the Client Account and appoints Compass Financial as agent on Client's behalf and attorney in fact. Compass Financial may, in its sole discretion purchase, sell, exchange, convert and trade the Securities and other investments at Client's risk. This authorization is a continuing one and shall remain in full force and effect and be relied on until terminated by notice in writing as set forth herein. Compass Financial is not authorized to withdraw or to transfer any money, Securities or property out of the Account to third parties without the written permission of Client.

Client acknowledges and agrees that (i) subject to any limitations specified by Client in writing, Compass Financial's normal investment policies do not conflict with and are permitted by any limitations relevant to the Account; and (ii) Client will execute any documentation reasonably required by Custodian to effect or to document the trading authorization.

By executing this Agreement and depositing Securities in the Account, Client hereby authorizes Compass Financial to provide liquidation instructions to Custodian to liquidate, at their current market value, any Securities deposited into the Client

Account that do not match the current portfolio holdings of Compass Financial. Client acknowledges that the liquidation of Securities in the Account may result in a taxable event for Client.

4. COMPENSATION

A. Advisory Fee

As compensation for managing the Account, Client shall pay Compass Financial an annualized asset-based fee (the "Advisory Fee") that is payable as set forth on Exhibit B (the "Fee Schedule"), which is appended to this Agreement and incorporated herein for all purposes. The Advisory Fee will be payable monthly or quarterly, in arrears, and will be based on the net asset value of the Securities under management in the Account. For purposes of this Agreement, the "Net Asset Value" of the Account shall be the current value of the Account, which is reflected as of the end of the respective period. The Advisory Fee for the initial monthly or quarterly period shall be prorated for the period covered by this Agreement. The terms "month" or "quarter" as used herein shall mean a calendar month or quarter.

In the event of termination of this Agreement, Client will be entitled to a prorated refund of any pre-paid Advisory Fee based on the number of days remaining in the quarter after the termination date. Client acknowledges that Compass Financial may charge other clients different fees, which may be higher or lower than the fees charged with respect to the Client Account for similar services.

B. Authorization to Debit Account

Fees may be deducted from the Account within ten business days of the end of the period for which said fees are incurred. Client hereby authorizes Custodian to pay the Advisory Fee and any reimbursement amounts due to Compass Financial, directly from the Account, upon receipt of an invoice from Compass Financial with respect to such amounts, unless specified otherwise. All such fees will be clearly noted on Client's brokerage statements. It is agreed by Client and Compass Financial that the Advisory Fees will be payable from the redemption or withdrawal (which Client hereby authorizes) of Client's shares of any money market account or balances in any money market fund within the Account. In the event that Client's balances in money market accounts are insufficient to pay Advisory Fees, costs or expenses, Client hereby authorizes Compass Financial to liquidate Securities in the Account. Client may further authorize Advisory Fees to be debited from a separate account owned by Client by completing and attaching an Alternative Fee Payment Instructions Form. All other Account expenses, including transaction fees, are additional expenses accruing to Client, and in most cases, are collected directly from the Account.

C. Fund Disclosure

Client bears certain charges imposed by third parties, in addition to Compass Financial, in connection with mutual fund investments made through the Client Account, including but not limited to mutual fund 12(b)(1) servicing fees, sub-accounting fees, management fees, expense risk, administration fees, and IRA and Qualified Retirement Plan fees. It is understood that fees paid to fund managers by mutual funds are deducted from each fund's net asset value and as such, shall be an indirect expense of the Client Account. Client understands and acknowledges that the fees charged to the Client Account may be higher than fees charged by other investment advisers for similar services, and that mutual funds can be purchased directly without being managed by Compass Financial pursuant to this Agreement.

5. LEGAL PROVISIONS

A. ERISA Accounts

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone meeting the definition of a "Fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") or an employee benefit plan subject to ERISA, such trustee or other fiduciary represents and warrants that Client's representation by Compass Financial is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client agrees to furnish Compass Financial with such documents, as it shall reasonably request with respect to the foregoing. Client further agrees to notify Compass Financial in writing, of any event which might affect this authority or the validity of this Agreement. Client additionally represents and warrants that (i) its governing instruments provide that an "investment manager" as defined in ERISA may be appointed; and (ii) the person executing and delivering this Agreement on behalf of Client is a "named fiduciary" (as defined in ERISA) who has the power under the plan to appoint an investment manager. If Client is a retirement plan subject to ERISA, Client agrees to add a clause to the fidelity bond required by law, that provides coverage for agents employed by it. This clause shall cover Compass Financial, its officers, directors and employees.

B. Proxies and Other Legal Notices

Compass Financial shall not render any advice or take any action on behalf of Client with respect to the Securities or other investments held in the Client's account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies. Client retains the right and obligation to take any action relating to the Securities held in the Account. Furthermore, except to the extent otherwise required by law, Compass Financial shall not take any action or render any advice with respect to the

voting of proxies solicited by, or with respect to, the issuers of any Securities held in the Account. Client hereby expressly retains the right and obligation to vote proxies relating to the Securities held in the Account; provided, however, that Client may delegate said rights and obligations to a properly authorized agent.

C. Confidentiality Agreement

All information and recommendations furnished by Compass Financial to Client and all information regarding the operation and investment of Assets in Account, including but not limited to any non-public personal information about Client that Compass Financial receives from Client ("Confidential Information"), shall be regarded and treated as confidential by the parties hereto. The parties further understand and acknowledge that Compass Financial is a financial institution subject to federal and state customer and consumer privacy law and regulations, including Title V of the Gramm-Leach-Bliley Act (15 U.S.C. 6801, et seq.) and regulations promulgated thereunder, such as the Securities and Exchange Commission's Regulation S-P (collectively, the "Privacy Laws"), and any Confidential Information that Compass Financial receives from Client is received with limitations on its use and disclosure. Neither party hereto, shall use or disclose to a third party any such confidential information, including, but not limited to Client's Confidential Information, except (i) as may be required by law or regulatory authority; (ii) to carry out the purposes for which one party discloses Confidential Information to the other party under this Agreement, including use under an exception permitted by Privacy Laws in the ordinary course of business to carry out the purposes of this Agreement; (iii) for disclosures to Custodian of Assets in the Account for the purpose of effecting transactions or exercising voting or other rights with respect to such assets; (iv) to report to Client; (v) to Compass Financial's affiliates and necessary third parties in order to perform the services contemplated herein; and or (vi) to third party service providers that provide accounting, compliance and or other services directly related to the regulatory compliance of Compass Financial. Additionally, Client consents to the disclosure to third parties of investment results of and other data concerning Client and the Account (other than Client's identity) in connection with providing composite investment results of clients of Compass Financial. This confidentiality provision shall survive the cancellation, expiration or termination of this Agreement.

D. Inside Information

Compass Financial shall have no obligation to seek to obtain non-public information ("inside information") about any issuer of the Securities or to purchase or sell for the Account the Securities of any issuer on the basis of such inside information as may come into Compass Financial's possession. If transactions are engaged in for the Account in the Securities of issuers of which officers, directors or employees of Compass Financial or its affiliates may be a financial adviser or consultant or have a material relationship, it shall not be implied or understood that any such transactions are based on possession of any material inside information relating to such Security.

E. Third Party Information

Client understands information providing the basis for purchases and sales of the Securities for the Account will be derived by Compass Financial from sources, which Compass Financial believes to be reliable, but whose accuracy cannot be guaranteed, and, in some cases, such information may not be capable of being independently verified by Compass Financial. Compass Financial does not assume responsibility for (i) the accuracy of information furnished by Client, Custodian or any other party and maintained in Compass Financial's records; or (ii) any loss incurred by or resulting from, directly or indirectly, the removal or withdrawal by Client of any monies or Securities for the Account.

6. SERVICES TO OTHER CLIENTS

Compass Financial performs investment advisory to others. Client understands and acknowledges that Compass Financial acts and will continue to act as investment manager or adviser to various fiduciary or other managed accounts, and Client has no objection to Compass Financial so acting. Client understands and agrees that Compass Financial may give advice and take action in the performance of its duties with respect to any of its other clients that may differ from the timing or nature of action recommended for Client. Compass Financial has no obligation to purchase or to sell for Client, or to recommend for purchase or sale by Client, any security that Compass Financial, its principals, affiliates or employees may purchase for themselves or for any other client.

Client understands and acknowledges the persons employed by Compass Financial to assist in the performance of its duties under this Agreement will not devote their full time to that service. Nothing contained in this Agreement will be deemed to limit or to restrict the right of Compass Financial, or any affiliate of Compass Financial to engage in, and devote time and attention to other business, or to render services of whatever kind or nature. In making investment decisions, Compass Financial may allocate specific investment opportunities among Clients and other clients of Compass Financial in its sole discretion, provided that, over time, such allocation is fair and equitable.

7. REPRESENTATIONS

A. Compass Financial's Representations

Compass Financial represents that it is duly registered as an investment adviser with the state of Texas. Additionally, at all times while this Agreement is in effect, Compass Financial will maintain such status and operate in full compliance with the applicable laws and regulations in all applicable jurisdictions.

Compass Financial further represents this Agreement has been duly authorized, executed and delivered by Compass Financial and is a valid and binding obligation of Compass Financial, enforceable against Compass Financial in accordance with its terms; and neither the execution and delivery of this Agreement nor the performance by Compass Financial of its obligations hereunder, will conflict with or result in a breach of, any of the terms or provisions of any agreement or instrument to which it is a party or by which it is bound.

B. Client Representations

Client represents and warrants to Compass Financial that the person who signs this Agreement is authorized to negotiate terms and to enter into this Agreement and other related agreements on Client's behalf. If the signer is a trustee or fiduciary, it represents that the investments are within the scope authorized by the appropriate trust organizational document or authority. Client further represents that the trust documents allow the plan to invest in stocks and or bonds and mutual funds and other securities. Further, Client represents the documents allow investment discretion to be delegated to an investment adviser or other party, and the plan is authorized to hire such investment advisers. Client acknowledges those individuals signing on behalf of Client are the only authorized signers necessary to enter into this Agreement on behalf of Client.

Client further represents and warrants to Compass Financial that: (i) the terms of this Agreement do not violate any obligations by which Client is bound, whether by contract, operation of law or otherwise; (ii) all Client Information furnished to Compass Financial in connection with this Agreement and all documents supplied by Client in this regard, including financial statements, and any information supplied by Client to Compass Financial for the purpose of preparing the Client Profile are true, complete and correct in all material respects; and (iii) if mutual funds have been selected as an investment vehicle, Client acknowledges having received and reviewed the respective prospectus thereto, and Client agrees that the mutual funds selected are consistent with its suitability requirements.

8. ASSIGNMENT AND TERMINATION

This Agreement has an initial term of one year, and will be automatically renewed for an unlimited number of terms of one year each. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. If the Account is to be liquidated as the result of a termination notice, it is understood that in most cases the process of liquidation may take up to five trading days following the date the liquidation request was received by Compass Financial. However, some Securities, such as Hedge Funds, might take several weeks to liquidate. Advisory Fees shall be prorated to the date of termination, which shall be the date as set forth in the notice of termination or the date said notice of termination is received by Compass Financial, whichever is later. Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination. This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

CLIENT SHOULD NOTE THAT FEDERAL AND STATE LAWS IMPOSE LIABILITY UNDER CERTAIN CIRCUMSTANCES FOR PERSONS ACTING IN GOOD FAITH AND WITHOUT REGARD TO ANY ALLEGATION OF NEGLIGENCE OR WILLFUL MALFEASANCE. UNDER FEDERAL SECURITIES LAWS, COMPASS FINANCIAL OWES ITS CLIENTS A FIDUCIARY DUTY, WHICH REQUIRES COMPASS FINANCIAL TO DEAL FAIRLY AND TO ACT IN THE BEST INTEREST OF ITS CLIENTS. THIS DUTY IMPOSES ON COMPASS FINANCIAL, THE OBLIGATION TO RENDER DISINTERESTED AND IMPARTIAL ADVICE, TO MAKE SUITABLE RECOMMENDATIONS TO CLIENTS IN LIGHT OF THEIR NEEDS, FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES; TO EXERCISE A HIGH DEGREE OF CARE TO ENSURE THAT ADEQUATE AND ACCURATE REPRESENTATIONS AND OTHER INFORMATION ABOUT SECURITIES ARE PRESENTED TO CLIENTS, AND TO HAVE AN ADEQUATE BASIS IN FACT FOR ITS RECOMMENDATIONS, REPRESENTATIONS AND PROJECTIONS. NOTHING IN THIS AGREEMENT, EXPRESSED OR IMPLIED, SHALL IN ANY WAY CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS THAT CLIENT MAY HAVE UNDER FEDERAL OR STATE SECURITIES LAWS (OR ERISA, IF CLIENT IS A QUALIFIED PLAN UNDER ERISA) OR EXCUSE THE BREACH OF ANY FIDUCIARY DUTY LEGALLY OWED TO CLIENT.

A. Client understands that there is no guarantee that Client's investment objectives will be achieved and that past

performance is not a guarantee of future results. Compass Financial shall not have any liability for Client's failure to inform Compass Financial in a timely manner of any material change in Client's financial circumstances that might affect the manner in which Client's Assets are invested, or to provide Compass Financial with any material information as to Client's financial status or objectives as Compass Financial may reasonably request, or any material changes thereto.

- B. Client hereby agrees to indemnify and to hold Compass Financial, and its respective members, partners, officers, directors, agents, employees, control persons, and affiliates harmless, to the maximum extent permitted by applicable laws, from all loss, cost, indebtedness, liability, and expense (including, without limitation, court costs and attorneys' fees and expenses) arising out of (i) any misrepresentation or omission of a material fact by Client; or (ii) Client's failure to perform Client's obligations under this Agreement. The indemnification provided in this paragraph shall survive the termination of this Agreement.

10. **ARBITRATION**

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE, AS FOLLOWS:

- A. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- B. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- C. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- D. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
- E. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- F. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- G. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL GOVERN ANY ARBITRATION ARISING OUT OF OR RELATED TO THIS AGREEMENT.

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN CLIENT AND COMPASS FINANCIAL SHALL BE SUBMITTED TO ARBITRATION UNDER THE AUSPICES AND ACCORDING TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT IN THE EVENT THAT THE ARBITRATION IS COMMENCED BY OR AGAINST A MEMBER FIRM OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"), IN WHICH CASE SUCH ARBITRATION SHALL BE CONDUCTED BEFORE FINRA, IN ACCORDANCE WITH ITS RULES. ARBITRATION MUST BE COMMENCED BY SERVICE ON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE, THEREIN ELECTING THE ARBITRATION TRIBUNAL. JUDGMENT ON ANY SUCH AWARD MAY BE ENTERED BY ANY COURT OF COMPETENT JURISDICTION.

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS IS DECERTIFIED; OR (iii) THE PERSON IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE AGREEMENT TO ARBITRATE CONTAINED IN THIS SECTION SHALL NOT CONSTITUTE A WAIVER OF CLIENT'S RIGHTS UNDER STATE OR FEDERAL SECURITIES LAWS.

MINIMUM INITIAL ACCOUNT BALANCE: Client's managed assets shall consist initially of cash and securities with a minimum asset value (as valued by Advisor) of no less than \$250,000 unless Advisor, in its sole discretion, agrees to accept a Client's managed assets with a lesser value. Client may add cash to or withdraw assets from the Account.

11. GENERAL

A. Tax Information

Client represents that the following tax information is true and correct (check appropriate boxes):

- Client certifies under the penalties of perjury, that its U.S. taxpayer identification number is _____ and it is not subject to backup withholding.
- Client is not a resident or a citizen of the United States for tax purposes.
- Client is a corporation, partnership or other entity organized outside of the United States, and Client's beneficial owners, and controlling persons are not citizens or residents of the United States.

Client will notify Compass Financial promptly, in writing of any changes in the citizenship, residency or address of Client or its beneficial owners and controlling agents.

B. State Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the state of Texas.

C. Notice

Except as otherwise specifically provided herein, all notices and other communications required or permitted to be given hereunder will be in writing, and will be deemed to have been given if delivered personally, given by facsimile or mailed by registered or certified mail (return receipt requested) or by overnight delivery to (i) Client, to the address set forth on Exhibit A; or (ii) Compass Financial, to: LeRoy Bell, President, Compass Financial Strategies, 500 Chestnut Street, Suite 1424, Abilene, TX, 79602; or (iii) such other address or addresses as may be designated by either party by written notice to the other.

D. Headings

Paragraph headings are for convenience only and are not of substantive effect.

E. Enforcement

If any provision of this Agreement shall be held or made non-enforceable by a statute, rule, regulation, decision of a tribunal or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity, while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement, and to that extent, the provision of this Agreement shall be deemed severable.

F. Entire Agreement

This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and may not be changed orally, but only by an agreement in writing, signed by the parties. Additionally, this Agreement is not intended to benefit any third party.

G. Force Majeure

Client understands that Compass Financial shall not be liable for any loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war strikes or other conditions, commonly known as "Acts of God," beyond Compass Financial's control.

H. Joint Obligations

In the event that the Account is owned by more than one person, all of the express and implied obligations of Client under this Agreement will be deemed to be joint and several obligations.

I. Disclosures

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment advisor. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment advisor, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding. Additionally, Client acknowledges that Compass Financial has provided to Client, a copy of its Privacy Statement and Summary Business Continuity Plan. Compass Financial is committed to comply with U.S. statutory and regulatory requirements designed to combat money laundering and terrorist financing. The USA PATRIOT Act requires that certain financial institutions obtain certain identification documents or other information in order to comply with their customer identification procedures. Until Client provides Compass Financial with certain required information or documents, Compass Financial may not be able to enter into the advisory relationship described herein.

CLIENT HEREBY ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE FORM ADV PART II FOR COMPASS FINANCIAL.

THIS AGREEMENT CONTAINS PRE-DISPUTE ARBITRATION PROVISIONS IN SECTION 10. CLIENT ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, as of the date first written above.

Client:

Name (Insert Capacity – Agent, Trustee, Officer, Etc.)

Name (Insert Capacity – Agent, Trustee, Officer, Etc.)

Signature

Signature

Compass Financial Strategies :

Name - Title

Exhibit A

Client and Account Information

Client Information:

Name: _____

Home Address: _____

Telephone: _____

Account:

Custodian Name: TD Ameritrade

Custodian Account Number: _____

Exhibit B

Fee Schedule

As an investment advisor we manage your account for a percentage of the assets under our management. The fee is paid quarterly, at the start of each quarter based on assets under management (AUM) in your portfolio. .

STANDARD FEE SCHEDULE

1.50% on the first \$500,000

1.25% on the next \$500,000

1.00% on the next \$1,000,000

.75% on the next \$3,000,000

Assets over \$5,000,000 are negotiable

If you wish to terminate our association – and you can do so at anytime – any prepaid fees will be promptly refunded to you on a pro-rated basis. Unless otherwise agreed upon, it is understood that fees due the Advisor will be deducted from the Custodian quarterly in advance as per the Investment Advisory Agreement. If you desire to pay fees directly rather than deducted from the Custodian, you will be invoiced and payment will be due within 30 days of receipt of an invoice.