



INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the “Agreement”) is entered into on _____, 2023 by and between Financial & Tax Architects, LLC (“FTA”), an investment adviser registered with the United States Securities and Exchange Commission (“SEC”), and _____ (the “Client”), upon the following terms and conditions:

1. **Appointment of Adviser.** Client hereby appoints FTA as their investment manager to manage such funds and securities as the Client from time-to-time assigns to it. Client acknowledges, understands, covenants, and agrees to establish and maintain with an independent qualified custodian (as defined herein) a discretionary advisory account(s) as titled in Schedule A, into which Client shall deposit funds and securities. Those funds and securities shall be referred to collectively as the “Managed Assets.”

FTA is hereby authorized to supervise and direct the investment and reinvestment of the Managed Assets, subject to any agreed upon limitations. The appointment of FTA, as attorney-in-fact, to supervise and direct the investment and reinvestment of the Managed Assets shall be binding upon Client and the heirs, estates, administrators, legal and personal representatives, and voluntary and involuntary successors of the Client and may be relied upon by FTA as being in full force and effect. FTA’s appointment as attorney-in-fact shall continue and remain in full force and effect and shall not be affected by the subsequent death, disability, or incapacity of Client until FTA’s receipt of notice of same sent by Client’s personal representative, guardian, attorney-in-fact, or other authorized representative pursuant to the terms of this Agreement. The receipt of a notice of revocation sent pursuant to the terms of this Agreement, shall terminate FTA’s appointment as attorney-in-fact. The termination of FTA’s authority over the Managed Assets will constitute the termination of this Agreement in accordance with its provisions.

2. **Advisory Services.** Client acknowledges, understands, and agrees that FTA will make all investment decisions regarding the Managed Assets (i.e., to buy, sell, manage, or hold securities, or cash) in Client’s account(s) at its sole discretion and without first consulting with the Client or obtaining the Client’s consent or approval. Client grants FTA full power and authority to carry out all investment management decisions by giving instructions, on behalf of the Client, to broker-dealers, sub-advisors, and account custodian. Client further authorizes FTA to provide a copy of this Agreement to any party with or through which transactions for Client’s account(s) are to be effectuated as evidence of its authority regarding the Managed Assets. Client shall notify FTA, in writing, if Client wishes to alter or amend any instructions granted heretofore. Client shall also notify FTA, in writing, if their financial circumstances or investment objectives change in a way that could cause a change in the investment of the Managed Assets. Changes to the investment objectives or instructions detailed in this Agreement shall be agreed to, in writing, by the parties and will be considered amendments or supplements to the Agreement.

3. **Transactions.** If FTA decides to purchase or sell the same securities for the Client and for its other clients at about the same time, FTA may combine such orders to allow FTA to negotiate better



trade execution, lower commission rates or other transaction charges than FTA could obtain for Client's order alone. FTA will allocate securities so purchased or sold, as well as the expenses incurred in the transaction, in the manner that FTA considers to be equitable and consistent with FTA's fiduciary obligations to all clients. When placing orders for the execution of transactions for Client's account(s), FTA may allocate all transactions to such brokers-dealers or banks for execution on such markets, at such prices and commission rates, as may be selected by FTA, in its sole discretion. In selecting a broker or bank to execute transactions, FTA need not solicit competitive bids and does not have an obligation to seek the lowest available commission cost. The Client acknowledges that since commission rates are generally negotiable, selecting a broker dealer or bank based on considerations which are not limited to applicable commission rates may at times result in higher transaction costs than could otherwise be obtainable.

4. **Custody of the Managed Assets.** The parties acknowledge, understand and agree that: (a) the Managed Assets shall be held by an independent, qualified custodian; (b) FTA will communicate its investment purchase, sale, and delivery instructions directly with the custodian; and (c) FTA shall not maintain custody of the Managed Assets. Client may, at any time, increase or decrease the amount of Managed Assets in their sole discretion. The Managed Assets shall be held in an account using the name of the Client and will require their authorization for withdrawal. Client will pay the fees of the custodian and all expenses related their account(s) including, but not limited to, any costs of safekeeping, brokerage and other execution costs, custody fees and margin costs, if any. Client shall instruct the custodian to send monthly statements showing the Managed Assets and all transactions in their account(s) during the period corresponding to the statement, and to provide FTA with copies of those statements and confirmations of all transactions effectuated in those account(s).

5. **Termination.** Either party has the right to terminate this Agreement at any time by providing written notice to the other party. The Client may terminate upon thirty (30) days written notice and FTA may terminate upon thirty (30) days written notice. If Client terminates the Agreement within five (5) business days of execution, Client is entitled to a waiver of any pro-rated fees. There is no penalty or other fee for terminating this Agreement. FTA's authority under this Agreement will remain in effect until Client changes or terminates this Agreement. Termination will not affect: (a) the validity of any action previously taken by FTA under this Agreement; (b) liabilities or obligations of the parties from transactions initiated prior to termination; or (c) Client's obligation to pay FTA's advisory fees (pro-rated through the date termination takes effect). FTA will have no further obligations regarding the Managed Assets after the effective date of termination.

6. **Account Statements.** Client will receive account statements from the custodian no less than quarterly.

7. **Advisory Fees.** FTA charges its advisory fees based upon the value of the Managed Assets at the end of each billing cycled. The parties agree that FTA will be paid a monthly fee of one-twelfth ($1/12^h$) of the annual fee (the "Advisory Fee") for its investment management services provided hereunder, in accordance with Schedule A of this Agreement. Where specifically required by law, FTA agrees it will submit to Client a copy of its bill for advisory fees at the same time the bill is submitted to custodian.



The bill to the Client shall contain the amount of the fee, the value of the Managed Assets on which the fee is based, and the basis for calculation of the fee. FTA shall not charge any performance-based fees based on the capital gains or capital appreciation of the Managed Assets or any side-by-side management fees.

Client authorizes FTA to direct the custodian to charge the account(s) holding Managed Assets and pay the Advisory Fee to FTA. During the term of this Agreement, the Advisory Fee shall be billed and payable monthly, in arrears, within ten (10) days of the end of each billing cycle. The Advisory Fee shall be pro-rated for any partial period.

The Client shall be responsible for all expenses incurred directly in connection with the transactions effected on behalf of the Client pursuant to this Agreement and shall include advisory fees; custodial fees; investment expenses such as commissions; and other expenses reasonably related to the purchase, sale, or transmittal of the Managed Assets.

8. **Confidentiality.** Except as agreed to by the Client, provided under FTA's Privacy Policy or as is required to be disclosed by law or pursuant to an order of a court or tribunal of competent jurisdiction, FTA will keep confidential all information concerning Client's identity, financial affairs, account(s) and the amount of the Managed Assets.

9. **Additional Services.** Client acknowledges that: (a) FTA has and will have other advisory clients; (b) FTA's advisory services are provided on a non-exclusive basis; and (c) FTA's fees and method of calculating fees may vary among its clients. FTA may give its other clients advice or take actions for them, for its own accounts, or for accounts of persons related to it that are different from the advice provided or actions taken on behalf of the Client. FTA is not obligated to buy, sell, exchange, or recommend for the Client any security or other investment that FTA may buy, sell, exchange, or recommend for any other clients or for its own accounts. Conflicts may arise in the allocation of investment opportunities among accounts that FTA advises. FTA will seek to allocate investment opportunities believed appropriate for Client's account(s) and other accounts advised by FTA equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to FTA's attention will be allocated in any particular manner. If FTA obtains material, non-public information regarding a security or its issuer that it may not lawfully use or disclose, FTA will have no obligation to disclose the information to the Client or use it for the benefit of the Client.

10. **Risk.** FTA does not and cannot guarantee the future performance of the Managed Assets, promise any specific level of performance, or promise that its investment decisions, strategies or overall management of the Managed Assets will be successful. The investment decisions made by FTA are subject to various market, currency, economic, political, and business risks, and will not necessarily be profitable. In managing the Managed Assets, FTA will not consider any other securities, cash or other investments held or owned unless Client has directed FTA to do as such in writing. Except as may otherwise be provided by law, FTA will not be liable to Client for any loss caused by following Client's instructions. However, federal and state securities laws impose liabilities under certain circumstances on



persons who act in good faith, and this Agreement does not waive or limit Client's rights under those laws.

11. **Legal Actions.** FTA will not advise Client or act on the behalf of the Client in any legal proceedings, including bankruptcies or class actions, involving the Managed Assets.

12. **Authority of Client.** By entering into this Agreement, Client warrants and represents to FTA that they have the legal authority and capacity to engage FTA in accordance with the terms of this Agreement. If this Agreement is established by the Client in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform under this Agreement in such a capacity.

If Client's account(s) is governed by ERISA, its named fiduciary hereby appoints FTA as an investment adviser or fiduciary to the Plan. The Client represents that FTA has been furnished true and complete copies of all documents establishing and governing the plan and evidencing the authority to retain FTA. The Client will promptly furnish any amendment to the plan, and agrees that, if any amendment affects FTA's rights or obligations, the amendment will be binding on FTA only when agreed to by FTA in writing. If Client's account(s) contains only a part of the assets of the plan, Client understands that FTA will have no responsibility for the diversification of all the plan's investments and that FTA will have no duty, responsibility or liability for Client's assets that are not in the account(s). If ERISA, or other applicable law, requires bonding with respect to the Managed Assets, and if FTA so requests in writing, Client will obtain, and maintain at their expense, bonding that satisfies this requirement and covers FTA and its affiliated persons.

The Client agrees to (a) deliver all account forms and corporate resolutions or similar documentation evidencing their authority to execute and deliver this Agreement, (b) to deliver such organizational documents and other documents, including the written statement of the Client's investment objectives, policies and restrictions as FTA shall reasonably require, (c) promptly deliver all amendments or supplements to the foregoing documents, and (d) agrees that FTA will not be liable for any losses, costs or claims suffered or arising out of their failure to provide any documents required to be furnished hereunder.

13. **Proxy Voting.** Parties acknowledge that FTA will not vote client proxies.

14. **Death and Disability.** Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, Client's personal representative, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by providing written notice to FTA.

15. **Non-Assignability.** This Agreement may not be assigned within the meaning of the Investment Adviser's Act of 1940 (the "Adviser's Act") by FTA without Client's written consent.

16. **Governing Law.** The internal law of the state in which the client resides shall govern this Agreement. However, nothing in this Agreement will be construed contrary to the Adviser's Act or any rule or order of the SEC pursuant to the Adviser's Act.



17. **Notices.** All notices and reports required or permitted to be sent under this Agreement shall be sent, if to FTA: Financial & Tax Architects, LLC; 12412 Powerscourt Drive, Suite 25; St. Louis, MO 63131; or if to Client, at the address provided by the Client. Notices shall be served by overnight express mail service by a nationally recognized courier, by first-class, certified mail, return receipt requested, postage pre-paid or by electronic mail as provided herein. If the party to whom any such notice is sent has relocated without leaving a forwarding address, then the notice shall be deemed delivered on the date the notice-receipt is returned stating that the same was undeliverable at such address. Notification of a change of address or other notices may be provided in any manner described above.

18. **Severability; Waiver; Entire Agreement.** If any provision of this Agreement is or becomes inconsistent with any applicable law, regulation or rule, the provision will be deemed rescinded or modified to comply with such law, regulation, or rule. In all other respects, this Agreement will continue in full force and effect. Failure to insist on strict compliance with this Agreement or with any of its terms or any continued conduct will not be considered a waiver by either party. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof.

19. **Amendments.** Other than the Advisory Fee, FTA has the right to amend this Agreement by modifying or rescinding any of its provisions or by adding new provisions. Any amendment made by FTA to this Agreement will be effective thirty (30) days after FTA has notified Client in writing of the change, or at such later date established by FTA.

20. **Warranties and Representations.** Client warrants and represents to FTA that: (a), (i) Client is not an insider in any entity and will notify FTA immediately if Client becomes an insider, or (ii) Client has informed FTA of all entities in which Client is an insider; (b) Client has full legal power and authority to enter into this Agreement; (c) if applicable, the appointment of FTA hereunder is permitted by any governing documents and has been duly authorized by all necessary corporate or other action; (d) Client will notify FTA if the any of these warranties and representations become false during the term of this Agreement; (e) it is not (i) an employee benefit plan, (ii) an IRA, (iii) a “benefit plan investor” subject to the Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, or Section 4975 of the Internal Revenue Code of 1986, as amended, or (iv) an entity in which the participation by “benefit plan investors” is “significant,” as those terms are defined in regulations issued by the U.S. Department of Labor; (f) Client understands that FTA will be relying upon the warranties, representations, and information provided herein or in connection herewith by Client in managing the Managed Assets; and (g) Client will defend, indemnify, and hold FTA harmless from and against any and all losses, costs, claims and liabilities which FTA may suffer or incur arising out of any breach of these representations and warranties (including, but not limited to, FTA’s attorneys’ fees, expert witness fees, and the costs and expenses of litigation) pursuant to this Section 19.

21. **Disclosure.** By executing this Agreement, Client acknowledges receipt of FTA’s Privacy Policy; Part 2 of Form ADV; and Form CRS or a disclosure statement containing the equivalent information. If the appropriate disclosure statements were not delivered to Client at least forty-eight (48) hours prior to Client entering into any written or oral advisory contract with FTA, then Client has the right to terminate



this Agreement without penalty within five (5) business days after entering into this Agreement. For the purposes of this provision, this Agreement is considered entered into when all parties have signed below.

Client acknowledges, understands and agrees that FTA prohibits the investment of funds by any persons or entities that are acting, directly or indirectly, (a) in contravention of any applicable laws and regulations, including anti-money laundering regulations or conventions, (b) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), as such list may be amended from time to time, (c) for a senior foreign political figure, any member of a senior foreign political figure's immediate family or any close associate of a senior foreign political, unless FTA, after being specifically notified by the Client in writing that it is such a person, conducts further due diligence, and determines that such investment shall be permitted, or (d) for a foreign shell bank (such persons or entities in (a) — (d) are collectively referred to as "Prohibited Persons").

If any of the foregoing representations, warranties or covenants ceases to be true, or if FTA no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, FTA may be obligated to freeze the Managed Assets and/or Client's account(s), either by prohibiting additional investments, declining or suspending any withdrawals and/or segregating the assets constituting the investment in accordance with applicable regulations, or the Client's investment may immediately be withdrawn by the FTA, and the FTA may also be required to report such action and to disclose the Client's identity to OFAC or other authority. In the event FTA is required to take any of the foregoing actions, Client understands and agrees that it shall have no claim against FTA or its affiliates, directors, members, partners, officers, employees, contractors, and agents for any form of damages as a result of any of the aforementioned actions.

Client covenants and agrees to defend, indemnify and hold harmless FTA and its affiliates, directors, members, partners, shareholders, officers, employees, contractors, and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including, but not limited to, attorneys' fees, expert witness fees, and the costs and expenses of litigation) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth pursuant to this Section 19.



By their signature below the parties hereby agree to the terms and conditions of this Agreement.

Client(s):

Financial & Tax Architects, LLC:

Date

Date

SSN: _____

SSN: _____

Home Address:

Email: _____

Delivery: Client hereby consents to the electronic delivery of FTA's Privacy Policy, Part 2 of Form ADV and Form CRS.

- ☐ Annual Delivery of Privacy Policy
- ☐ Annual Delivery of Part 2 of Form ADV
- ☐ Electronic Delivery of ADV Part 2, Form CRS and Privacy Policy

Client Initials: _____

SCHEDULE A

Client Account Transfer Information:

<u>Account Name/Title</u>	<u>Account Number(s)</u>	<u>Current Custodian</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Client Investment Objective Definitions:

Lower Risk Allocation: The Lower Risk Allocation is appropriate for investors seeking a portfolio characterized by a lower volatility designed for capital preservation and income generation. Lower Risk Allocations will have greater exposure to historically lower risk, income focused asset classes.

Moderate Risk Allocation: The Moderate Risk Allocation is appropriate for investors seeking a portfolio characterized by moderate volatility designed for capital appreciation and income generation. Moderate Risk Allocations typically have increased exposure to a blend of growth-oriented and income asset classes.

Higher Risk Allocation: The Higher Risk Allocation is appropriate for investors seeking a portfolio characterized by high degrees volatility and is specifically designed for capital appreciation. Higher Risk Allocations typically have exposure to historically growth-oriented asset classes. The Higher Risk Allocation is limited to investors with a high-risk tolerance and the ability to withstand significant losses to their portfolio.

Asset Allocation Form:

Client shall complete and sign an Account Allocation Request Form (the “Allocation Form”) for each account holding Managed Assets. The Allocation Form determines the Client’s agreement to the initial allocation of the Managed Assets between the Private Wealth Strategies offered by FTA.

Investment Advisory Fee:

FTA charges an Advisory Fee of 1.95% of the combined Managed Assets.

**Lower fees for comparable services may be available from other comparable sources.*

***The Advisory Fee may be negotiable under certain circumstances.*

Client Signatures:

Financial & Tax Architects, LLC:

SCHEDULE B

Authorized Person(s) Designation

I hereby authorize Financial & Tax Architects, LLC (“FTA”) to disclose my non-public personal information, including account information, to the Authorized Person(s) designated below. I understand that I may elect to change this designation at any time by providing written notice to FTA.

Authorized Person(s)/Relationship:

Home Address:

Email:

Client Signature

Client Signature

Date

Disclosure of Potential Conflict of Interest

It is hereby disclosed that _____ and Financial & Tax Architects, LLC., (collectively "FTA") a registered investment adviser, may have a potential conflict of interest from the sale of certain commission-based financial products or services through any affiliated entity by it or one of its investment adviser representatives. Commission-based financial products include, but not limited to, the following: (i) Fixed Annuities; (ii) Fixed Index Annuities; (iii) Term Life Insurance; (iv) Indexed Universal Life; (v) Universal Life; (vi) Whole Life; (vii) Long Term Care; (viii) Life/LTC Combo Plans; (ix) any other product(s) or service(s) that may pay a commission or offer financial incentives or other considerations. A commission-based product or service are those that pay commissions, financial incentives, or other considerations based upon the amount or face value of the sale. Compensation may range for .5% to 8% or more depending upon the type and amount of the product or service.

To the best of its ability and knowledge at the time of sale, FTA offers commission-based products and services that it believes are in the best interest of each client. FTA recognizes the recommendation and sale of commission-based products and services may present a potential conflict of interest. FTA does not use commissions, financial incentives or other considerations as factors in its decision of which products and services to offer to clients.

Although FTA and its investment advisor representatives intend to fully participate in any commissions, financial incentives and other considerations offered by a specific company for the sale of the commission-based products and services, FTA's recommendations are based upon its belief in the suitability of the products or services and their ability to address the needs of the client.

Commission-based products and services recommended by FTA are sponsored and/or underwritten by companies or organizations FTA deems to have one or more of the following characteristics: top twenty in sales as compared to industry-wide annuity sales, a rating of A or better by at least one insurance rating agency, the quality of the executive management/leadership team, and quality of the product offerings.

As fiduciaries, FTA hereby fully discloses that a potential conflict of interest may exist between ourselves and our clients in the sale of certain commission-based products and services.

Client Name

Date

Client Signature

Client Name

Date

Client Signature



Financial & Tax Architects, LLC. (hereinafter “we”) has adopted this *Privacy Policy* in recognition that protecting the privacy and security of the non-public personal information We obtain about our clients is an important responsibility.

All financial services companies choose how they share your non-public personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your non-public personal information. Even when you are no longer our client, we will only share your non-public personal information as described in this notice. So, please read this notice carefully to understand what we do.

The types of non-public personal information What information we collect, and share depends on the services we provide to you. This information can include your Social Security number and income, your account balances and transaction history, and your investment experience and account transactions. We collect your non-public personal information in a variety of ways. For example, we obtain your non-public personal information when you open an account or give us your income information, tell us about your portfolio or deposit money, or enter into an investment advisory agreement. We also collect your non-public personal information from other companies, for example, from the custodians who hold your account assets.

All financial services companies need to share their client’s non-public personal information to run their everyday business. Below, we describe the reasons we can share your non-public personal information and whether you can limit this sharing.

We share your non-public personal information for our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, report to credit bureaus, to protect the confidentiality or security of your records, or as permitted by law. We may also share your non-public personal information for our own marketing purposes; so that We can offer our other products and services to you.

Federal law gives you the right to limit only sharing non-public personal information about your credit worthiness for our affiliates’ everyday business purposes; sharing non-public personal information about you with our affiliates to market to you; and sharing non-public personal information with non-affiliates to market to you. We may share non-public personal information about your creditworthiness with our affiliates for their everyday business purposes. We do not share your non-public personal information with our affiliates to market to you. We do not share your non-public personal information with non-affiliates to market to you. We do not share your non-public personal information for joint marketing with other financial services companies. State laws and individual companies may give you additional rights to limit sharing.

Our policy about obtaining and disclosing non-public personal information may change from time to time. We will provide you notice of any material change to this policy before we implement the change. Should you have any questions concerning our Privacy Policy, please feel free to call us at (314) 858-1122.