



# ENGAGEMENT AGREEMENT

This Engagement Agreement is entered into by the Client(s) \_\_\_\_\_ and by Signature Estate & Investment Advisors, LLC ("SEIA"). In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed to as follows:

## I. SERVICES

Based upon information furnished by Client, SEIA shall provide the following services:

- a. **"Investment Management"** services are performed in either non-discretionary or discretionary basis for Client's investment account(s) (the "Account(s)"), and in accordance with Client's instruction.

**Signature Elite ("Elite")** is a non-discretionary account. It includes an investment supervisory process based on Client needs, objectives, and risk tolerance. The portfolio is monitored on a continuous basis by Client's Financial Advisor. Client is provided with recommendations to rebalance the portfolio. Client is provided quarterly reports.

**Signature Allocation Series ("SAS")** is a discretionary account. It includes an investment supervisory process based on Client needs, objectives, and risk tolerance. The portfolio is monitored on a continuous basis by SEIA's in-house research department and Client's Financial Advisor. Client is provided quarterly reports.

**Signature Targeted Strategies ("STS")** is a discretionary account. It includes an investment supervisory process to target specific investment objectives or themes. The portfolio is monitored on a continuous basis by SEIA's in-house research department. Client is provided quarterly reports.

**Signature Advisor Managed Portfolios ("AMP")** is a multifaceted discretionary account program that utilizes third party technology platforms ("Technology Platforms") to enable SEIA to provide additional investment management options. The AMP program includes an investment supervisory process based on Client needs, objectives, and risk tolerance. Clients enrolled in AMP services expressly authorize SEIA to select the Technology Platform to provide certain managed portfolio services.

**Signature Select** is a discretionary account, which means SEIA has authority to decide which securities to buy or sell and in what amounts, consistent with the Client's stated investment objectives. SEIA exercises this discretion through a supervisory process based on the Client's needs, objectives, and risk tolerance. The Client may provide written guidelines or restrictions to limit this discretion, and SEIA may work with the Client to create an investment policy statement or similar document to guide the management of the account.

- b. **"Financial Planning"** includes a review of the Client's current financial position, considering the stated financial goals and objectives of the Client. Plans are one-time engagements unless otherwise specified by Client.

**Modular** Financial Plans – Based on a single area of concern.

**Comprehensive** Financial Plans – A written plan assessing the entire financial picture.

**On-Going** Financial Planning - Builds upon either the **Modular** or **Comprehensive** plan with an annual plan review to make sure the client is on track towards their overall goals as changes occur in the client's life.

**This is a continuous Financial Planning engagement and requires Investment Management services.**

- c. **"Investment Consulting"** includes an investment supervisory process based on Client needs, objectives, and risk tolerance. The portfolio is monitored on a quarterly basis by Client's Financial Advisor. Client is provided with recommendations to rebalance the portfolio. Client is provided quarterly reports.

d. **“Retirement Plan Consulting”** includes services to retirement plans and their participants. Such services may include one or more of the following consulting services: development of an Investment Policy Statement (“IPS”); asset class recommendations, investment alternatives, and the selection of investment options; performance monitoring; and financial education of Plan participants about investments or plan investment options (but does not include individualized investment advice for any particular participant). Services may also include group enrollment meetings or other plan-level consulting services. SEIA does not take discretion or provide trade execution with respect to Plan Assets.

## II. COMPENSATION

Fees set forth on your original Engagement Agreement with SEIA or separate fee document are for financial analysis and investment advisory services only and do not include any other professional services which may be required by Client to implement the recommendations made by SEIA. Fees quoted do not include custodial fees; brokerage commissions or transaction fees; charges imposed directly by mutual funds or exchange traded funds; wire transfer and electronic fund fees or Third-Party Money Manager fees. SEIA will not be responsible for the acts or omissions or insolvency of any other agent, broker, or independent contractor selected to take any action or to negotiate or consummate any transaction for Client’s account.

Fees for **Elite, SAS, and STS** are based on a percentage of assets under management (“AUM”), **including cash balances, accrued interest, and dividends.** The fee will be payable quarterly in arrears. Fees begin accruing when Account(s) become linked to us or when funded. The first payment is assessed and due at the end of the first calendar quarter and will be assessed pro rata in the event the Agreement is executed at any time other than the first day of the current calendar quarter. Subsequent payments are due and will be assessed on the first day after the end of each calendar quarter based on the value of the Account assets under supervision as of the close of business on the last business day of that quarter. Maximum annual rate 1.5%.

SEIA will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of Client’s financial plan. Client is urged to work closely with Client’s attorney and accountant in implementing the recommendations contained in the financial plan.

Fees for **Financial Planning** can be a fixed fee or percentage of assets under management. A retainer may be requested and is due within 7 days of the Agreement. The balance is due and payable within 30 days of the completed Financial Plan or consultation.

Fees for **Investment Consulting** are based on an hourly rate. Fees will not exceed 1.0% per annum of assets under supervision. The fee will be payable quarterly in arrears. Payments are due and will be assessed on the first day after the end of each calendar quarter based on the actual hours, less adjustment, if any, based on the maximum fee.

Fees for **Retirement Plan Consulting** can be based on a percentage of Plan assets, fixed fee, or hourly rate. Client may elect to have the Retirement Plan Consulting fees billed directly to the Client or deducted from Plan assets (Client has authorized the Plan’s Third Party Administrator (“TPA”), record keeper, or other custodian of Plan assets, to remit Fees directly to the Client’s Financial Advisor from Plan assets.)

Fees and services for **AMP** services will be based on the services selected by SEIA and/or the Client on the Technology Platform. Fees and services for these services will be represented and disclosed to the Client on the SEIA Statement of Investment Selection (“SIS”). The SIS shall be incorporated into and considered an addendum to this Agreement by reference. For more information regarding SEIA’s fees for the AMP program, please refer to our Form ADV Part 2A.

### **AssetMark Platform and Fees**

Clients utilizing the AssetMark Platform pay an annual advisory fee, billed quarterly in advance based on the account’s value at the end of the preceding quarter, and prorated for partial periods. AssetMark also charges a separate platform (wrap) fee, which covers administrative, custodial, and brokerage services and may include a Strategist or Manager Fee, as applicable. Both fees are deducted directly from the client account(s) by the custodian. Additional charges may apply for

special services. The applicable fees are outlined in the Client Billing Authorization and further described in the AssetMark Platform or Referral Disclosure Brochure. For more information regarding SEIA's fees for AssetMark's wrap program, please refer to SEIA's Form ADV Part 2A.

### III. CUSTODIAL ARRANGEMENT:

A qualified custodian maintains Client's Account(s) for Client under Client's name. Client authorizes SEIA to give the custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent for the Account(s) and will instruct the custodian to provide SEIA with such periodic reports concerning the status of the Account(s) as we may reasonably request. Client is urged to compare custodial statements against statements prepared by SEIA. Accounts may be custodied at:

- Charles Schwab & Co., Inc., 211 Main St, San Francisco, CA 94105; or
- Fidelity Investments, 900 Salem Street, Smithfield, RI 02917; or
- Other qualified custodians with which SEIA may maintain custodial relationships that represent less than ten percent (10%) of SEIA's total assets under management, the identity of which will be disclosed to Client as required by applicable rules.

### IV. TRADING AUTHORIZATION:

Client hereby grants SEIA a limited power of attorney for managed or supervised Account(s). **Elite** and **Investment Consulting** authority is limited to the executing of trades under Client direction (non-discretionary). The portion of assets managed by third-party money managers is under discretionary authority according to terms of the agreement between Client and the third-party money manager. **SAS** and **STS** authority are for discretionary trading to include the securities and amount to be bought and sold and to automatically rebalance/reallocate within an asset allocation range subject to the restrictions in the Investment Policy Statement. The authority does not include discretion as to broker/dealer except as noted below.

Client hereby grants SEIA a limited power of attorney for bond transactions to "trade away" from the designated custodial broker/dealer to seek best execution. The bonds will be custodied at the broker/dealer designated by the Client under a prime brokerage arrangement.

For AMP program clients, Client hereby expressly authorizes the Technology Platform to submit instructions to a custodian agreed upon by the parties and designated by each Advisory Client (the "Custodian") to deduct and pay to the Technology Platform the full amount of fees due from each Advisory Client for the Technology Platform's and Sub-Manager's services pursuant to the AMP program (the "Client Fee"). Further, Client hereby grants full discretionary authority to (i) invest and reinvest the assets in the AMP program assets and (ii) retain Sub-Managers with respect to AMP assets, which Sub-Managers, in turn, shall be granted full discretionary authority to invest and reinvest the AMP program assets with respect to which such Sub-Managers have been granted investment discretion, subject to reasonable restrictions requested by Client.

SEIA generally processes transactions for each client account independently unless we decide to purchase or sell the same securities for several clients at approximately the same time. Please refer to the SEIA ADV Part 2A for a disclosure of the conditions under which we would aggregate the purchase or sale of securities.

For accounts established on the AssetMark Platform, you grant SEIA discretionary authority to manage the assets held in your account. This authority allows SEIA to direct the purchase, sale, exchange, redemption, or other disposition of securities in accordance with your stated investment objectives, risk tolerance, and time horizon.

Your assets will generally be held in custody at AssetMark Trust Company, which employs sub-custodians such as Fidelity Brokerage Services LLC and National Financial Services LLC to provide certain custodial and brokerage services. By signing the AssetMark account opening documentation, you also authorize AssetMark to deduct all applicable fees (including SEIA's advisory fee and the AssetMark Platform fee) directly from your account each quarter.

As with SEIA's other discretionary programs, you may provide written investment guidelines or restrictions, and SEIA will exercise its discretion within those parameters.

#### V. PROXY VOTING:

Client acknowledges that Client is solely responsible for and shall direct the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, unless the account(s) is an ERISA account, and such authority has not been delegated to another named fiduciary in the plan's written documents. SEIA and/or the Client will direct the Custodian to forward to Client copies of all proxies and shareholder communications related to Client's Account(s). In addition, SEIA will not advise or take any action for the Client with respect to any legal matters, including bankruptcies and class actions, for the securities held in Client's Account(s).

#### VI. FEE PAYMENT AUTHORIZATION:

Client authorizes the custodian holding Client funds and securities to deduct SEIA fees directly from Client Account(s) in accordance with statements prepared and submitted to the custodian by SEIA. The custodian will provide periodic Account statements to Client. Such statements will reflect all fee withdrawals by SEIA in accordance with this Fee Payment Authorization. It is Client's responsibility to verify the accuracy of the fee calculation. The custodian will not determine whether the fee is properly calculated. This authorization may not apply to Financial Planning services.

#### VII. CLIENT'S RESPONSIBILITIES:

Client recognizes that the value and usefulness of the advisory services of SEIA will be dependent upon information that Client provides and upon Client active participation in the formulation of investment objectives. Client will complete a detailed questionnaire provided by SEIA. Client will also provide copies of documents as SEIA may reasonably request to permit complete evaluation and implementation of the portfolio decisions. SEIA does not conduct independent verification of any information provided by Client. Consequently, **if any Client information becomes inaccurate or changes due to various circumstances, the Client understands it is their responsibility to notify SEIA in writing as soon as possible. To that end, the Client agrees to indemnify SEIA for any liability incurred by reason of either the Client failing to notify us of changes to and/or providing inaccurate information.**

#### VIII. AUTHORITY OF CLIENT:

Client represents and warrants that Client has full and unrestricted power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation or duty to which Client is bound, whether arising out of contract, operation of law, or otherwise. Client holds good, marketable, and indefeasible title to the securities and assets which Client places under SEIA's management and such assets are and will be free from any security interest, lien, charge, or other encumbrance except as may be created by SEIA in the performance of its duties hereunder or unless SEIA expressly agrees otherwise. If Client is a corporation, partnership, government agency, trust, estate or other legal entity, Client represents that the person executing this Agreement on its behalf has full power and authority to do so and that when so executed and delivered shall be binding. Client agrees to promptly deliver copies of applicable governing documents, corporate resolutions, or other action authorizing this Agreement upon SEIA's reasonable request. **Furthermore, Client has carefully reviewed this Agreement, has had an opportunity to discuss the fee provisions and other arrangements relating to the Account(s) with SEIA and fully understands the services to be provided hereunder and the associated risks.**

#### IX. TERM:

For **AMP, Elite, SAS, STS, Investment Consulting, on-going Financial Planning**, or for **on-going Retirement Plan Consulting**, services will continue until either party terminates the Agreement on immediate written notice. If termination occurs prior to the end of a calendar quarter, SEIA maintains the right to invoice for fees due on a pro-rata basis. Upon termination, all Client assets will be held at the custodian, and it will be Client's responsibility to instruct the custodian as to the final disposition of assets, unless Client specifically notifies SEIA to liquidate or take other action.

Accounts custodied on the AssetMark Platform, SEIA's services shall terminate in accordance with the AssetMark Client Services Agreement with respect to such assets under management. All advisory fees paid in advance will be refunded on a pro-rata basis based on the date the Account is closed. Notwithstanding the foregoing, SEIA's services shall continue without interruption pursuant to this Agreement for all Client Account(s) maintained at an alternative qualified custodian.

For **Financial Planning (Comprehensive/Modular)** or **one-time Retirement Plan Consulting**, Client may terminate the Agreement at any time and a refund of the unearned fees will be made based on time and effort expended before termination.

The Agreement for one-time services terminates upon delivery of the Financial Plan or consultation. If Client is dissatisfied, and if requested by Client in writing within 10 days of delivery of the plan or consultations, SEIA will (at SEIA's sole discretion) either modify/ make changes to the plan or provide additional consultations at no additional cost, or refund all or part of the fees paid.

#### **X. CONFLICT OF INTEREST DISCLOSURE STATEMENTS:**

SEIA is a Registered Investment Adviser registered with the Securities and Exchange Commission under the Investment Advisers Act of 1940 (the "Advisers Act"). The following disclosures are provided regarding SEIA's background and business practices.

- a. Financial Advisors of SEIA are Registered Representatives of Signature Estate Securities, LLC, a broker/dealer and a member of the Financial Industry Regulatory Authority ("FINRA") and SIPC.
- b. Financial Advisors of SEIA are insurance brokers with Signature Estate Securities, LLC ("SES"), Signature Comprehensive Insurance Services, LLC ("SCIS"), and Signature Estate & Insurance Services ("SEIS").
- c. As registered representatives or insurance agents, these individuals are authorized to offer various types of investments and insurance for which a sales commission may be earned. Under such circumstances, SEIA would have a financial interest in the transaction and may therefore have a conflict of interest in furnishing advice to the extent that such recommendations are implemented. Financial planning and/or investment advisory services provided to clients are furnished apart from their affiliation with SES. Neither SCIS, SEIS, nor SES have any connection with or responsibility for any SEIA advisory services or activities.
- d. Client hereby consents and agrees that these individuals and entities receive fees on advisory services and commissions on any transactions in securities or insurance products, when implemented by these individuals and entities in their respective capacities for Client.
- e. Client hereby acknowledges that Client is under no obligation to implement any investment or insurance transaction through SEIA, SES, SCIS, SEIS, or its affiliates, and may implement SEIA's recommendations through other broker dealers, or agents.
- f. If Client has selected to receive Financial Planning Services under this Agreement, Client acknowledges that Client is under no obligation to implement any recommendations provided in the financial plan. Should Client decide to follow such recommendations, any investment services are typically offered through SEIA, but Client is not obligated to implement any recommendations through SEIA. Client should realize that such recommendations could represent a potential conflict of interest since SEIA's representatives may receive fees, compensation, or other concessions for these services.

#### **XI. BASIS OF ADVICE:**

Client acknowledges that SEIA obtains information from a wide variety of publicly available sources. The advisor and its financial advisors do not have, nor do they claim to have sources of inside or private information. The recommendations developed by SEIA are based upon the professional judgment of SEIA and its individual financial advisors and neither SEIA nor its affiliates can guarantee the results of any of their recommendations. The financial markets are volatile and there are risks in all types of investment vehicles, including "low-risk" strategies. Client, at all times, shall elect unilaterally to follow, ignore completely or in part, any information, recommendation, or advice given by SEIA under this Agreement.

**XII. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS:**

This Section applies to the Client's Account if it is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), but only to the extent that all or part of the services being provided to the Plan are deemed fiduciary in nature under applicable law. If the Account is part of a Plan and we accept appointment to provide advisory services to such account, then the following applies:

- a. SEIA acknowledges that it is a "fiduciary" within the meaning of Section 3(21)(A) of ERISA (but only with respect to the provision of services described in this Agreement).
- b. SEIA represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 and duly qualified to manage Plan assets under applicable regulations.
- c. SEIA agrees to obtain and maintain an ERISA bond (when not otherwise provided by the Plan sponsor) satisfying the requirements of Section 412 of ERISA and include the Firm and its members, agents, and employees among those insured under that bond.
- d. Client acknowledges the following:
  - i. Client independently made the decision to enter into this Agreement and was not influenced by SEIA's status as a Plan service provider under any other Agreement.
  - ii. SEIA's appointment and the Services are authorized under the Plan documents.
  - iii. SEIA shall provide Services only with respect to the selections instructed by client, and shall not: (i) serve as a Plan custodian; (ii) have discretion with respect to the Plan's choice of Third Party Administrator, Record-keeper or other service provider; or (iii) assume the duties of a trustee of the Plan or administrator (as such term is defined in Section 3(16) of ERISA). SEIA shall have no authority or discretion to: (i) interpret the Plan documents; (ii) handle benefit claims under the Plan; (iii) determine eligibility or participation under the Plan; or (iv) take any other action with respect to the management or administration of the Plan.
  - iv. Client acknowledges that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c).
  - v. Client confirms that the Account is only part of the Plan's assets and as such, SEIA is not responsible for all Plan investments and Client's consequential compliance with those requirements under ERISA.
  - vi. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that SEIA does not and cannot guarantee financial or investment results.
- e. If this Agreement is entered into by Client on behalf of a Plan, then the following also applies:
  - i. Client represents that client: (i) is independent of and unrelated to SEIA or any of its affiliates; (ii) is the Named Fiduciary (as defined in ERISA Section 402(a)(2)) or an authorized delegate thereof with respect to the control or management of the assets of the Plan; (iii) has the power and authority to appoint investment advisers and investment managers under the terms of the Plan and to enter into contractual arrangements with third parties to assist in the discharge of these and related duties in accordance with the requirements of ERISA; and (iv) is authorized to sign on behalf of the Plan in its corporate capacity.
  - ii. Unless otherwise agreed to in writing, SEIA shall not serve as the investment manager for the Plan, as such term is defined in Section 3(38) of ERISA.
  - iii. SEIA shall not, and cannot, provide legal or tax advice to Client and/or the Plan (or any Plan participant or beneficiary), and Client agrees to seek the advice of its own legal and/or tax adviser, as to all matters that might arise relating to the Plan, including, without limitation, the operations and administration of the Plan and the compliance of the Plan with applicable law, including ERISA and the Internal Revenue Code of 1986, as amended (the "Code").
  - iv. Plan sponsor shall be solely responsible for the Plan's compliance (both in form and operation) with all applicable federal and state laws, rules and regulations, including, but not limited to, ERISA and the Code.
  - v. Plan sponsor shall comply with all applicable federal and state privacy and information security laws governing the use, disclosure and safeguarding of nonpublic personal information.

- vi. Upon request, Plan sponsor shall deliver to SEIA copies of the Plan documents, including all amendments thereto, and shall provide SEIA with copies of any subsequent amendments or restatements of those documents.
- f. The following is a guide to important information about the services SEIA provides and the compensation received for such services:
  - i. A description of the services SEIA provides to Client pursuant to this Agreement can be found in Section I of this Agreement. For more information regarding the services SEIA offers, please refer to the Advisory Business section of SEIA's Form ADV Part 2A Disclosure Brochure (the "Disclosure Brochure").
  - ii. SEIA's status as a fiduciary in connection with the services provided to Client is described under this Section XII. Client is urged to read this Section carefully as it imposes limitations on the services SEIA can provide to Client.
  - iii. A description of the fees SEIA receives from Client in connection with the services being provided can be found in your original Engagement with SEIA or separate document. A complete description of other compensation received which may create a potential conflict of interest can be found in the Brokerage Practices and Client Referrals & Other Compensation sections of SEIA's Disclosure Brochure. Fees and Expenses relating to Client's selected investment options will be provided to Client by the custodian, via prospectus delivery.
  - iv. A description of compensation SEIA may receive in connection with the termination of this Agreement can be found in Section IX of this document. SEIA does not assess any termination fees or penalties when an account is closed.
- g. Additional Provisions Regarding Rollovers and Investing Assets Within a Plan or IRA
  - i. Acknowledgement of Fiduciary Responsibility: When SEIA and its advisory personnel provide investment advice to Client regarding Client's retirement plan account or IRA account, SEIA and its personnel are fiduciaries within the meaning of Title I of the ERISA and/or the Internal Revenue Code, as applicable, which are laws governing retirement accounts. The way SEIA makes money creates some conflicts with your interests, so SEIA operates under a special rule that requires us to act in your best interest and not put our interest ahead of yours. Under this special rule's provisions, we must:
    - Meet a professional standard of care when making investment recommendations (give prudent advice);
    - Never put our financial interests ahead of yours when making recommendations (give loyal advice);
    - Avoid misleading statements about conflicts of interest, fees, and investments;
    - Follow policies and procedures designed to ensure that we give advice that is in your best interest;
    - Charge no more than is reasonable for our services; and
    - Give you basic information about conflicts of interest.
  - ii. Documentation Regarding Rollover Transactions: When recommending a rollover to a Client, SEIA will document the reasons that a rollover recommendation is in the best interest of Client and provide documentation to the Client.

### **XIII. ARBITRATION:**

The Client and SEIA agree that the following steps will be used to settle any controversy or claim, including, but not limited to, errors and/or omissions arising out of or relating to this Agreement or the breach thereof.

- a. Negotiation. The Client and SEIA agree that they will attempt to resolve any controversy, claim, or dispute ("Dispute") relating to this Agreement by prompt, good faith negotiations. Any Dispute which is not settled by the Parties within thirty (30) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration pursuant to Clause ii. below.
- b. Arbitration: This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:
  - 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;
  - Arbitration awards are generally final and binding; a parties ability to have a court reverse or modify an arbitration award is very limited;

- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings;
- The arbitrators do not have to explain the reason for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 2 days prior to the first scheduled hearing date;
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry;
- 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;
- The rules of the arbitration forum in which the claim is filed, and any amendment thereto, shall be incorporated into this agreement.

**All controversies that may arise between you, SEIA, and/or any of our employees, agents or officers (including, but not limited to, controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and us, whether entered into or arising before, on, or after the date this account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the Financial Industry Regulatory Authority (“FINRA”), Securities and Exchange Commission (“SEC”) and/or any other securities self-regulatory organization or securities exchange of which the entity against whom the claim is made is a member, as you may designate. If you do not notify us, then you authorize us to make such designation on your behalf. Any arbitration pursuant to this Agreement shall be governed by the rules of the organization convening the arbitration panel. The award of the arbitrators, or of the majority of them, shall be final, and judgment on the award rendered may be entered in any court of competent jurisdiction. A party’s ability to have a court reverse or modify an arbitration award is very limited.**

#### **XIV. SEIA LIABILITY:**

SEIA does not and cannot guarantee the future performance of the Account(s) or any specific level of performance, or the success of any investment decision or strategy that SEIA may use. Client understands that investment decisions made for Client’s Account(s) by SEIA are subject to various market, currency, economic, political, and business risks, and such investment decisions will not always be profitable.

SEIA acknowledges that it is a fiduciary and must act in the best interest of its clients and no provision in this Agreement can waive that responsibility. Except as otherwise provided by law, neither SEIA nor any of its employees, affiliates, representatives, or agents (“Affiliated Persons”) shall be liable for: (a) losses arising from SEIA’s adherence to Client’s instructions; or (b) acts or failures to act by the Custodian, broker or dealer selected by client to which SEIA directs transactions for the Account(s).

The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state laws. Specifically, SEIA has a fiduciary duty to the Client, which includes a duty of care and a duty of loyalty, and thus has a fundamental obligation to act in the best interests of the Client. These elemental duties and obligations are vital to the SEIA-Client relationship, and they cannot be waived, limited, or otherwise restricted.

Without limiting the foregoing, SEIA will not be liable for losses to Client resulting from the disposition of any investment which has been made by a predecessor investment adviser or by another person authorized to invest the assets of Client, if SEIA is unable to dispose of such investment or property because of any federal or state securities laws or restrictions; or it is unmarketable or illiquid in nature; or if any orderly liquidation is difficult under prevailing market conditions. If the Account(s) contains only a portion of Client’s total assets, SEIA will not manage, and cannot be responsible for any of Client’s assets not designated to SEIA for management under this Agreement or the diversification of all of Client’s assets.

**XV. MISCELLANEOUS PROVISIONS:**

- a. The Agreement shall be governed by the laws of the State of California, and in compliance with the Advisers Act.
- b. The Agreement shall inure to the benefit of any successor of SEIA and shall be binding upon the successors and assigns of Client. Notwithstanding, the rights and obligations hereunder will not be assignable, transferable, or delegable without the consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by SEIA in connection with any transaction which does not result in a change of SEIA's actual control or management within the meaning of Rule 202(a)(1)-1 under the Advisers Act.
- c. This Agreement shall not become effective until acceptance by SEIA as evidenced by the signature of an authorized representative below.
- d. The parties hereto acknowledge and agree that this Agreement alone constitutes the final written expression of the parties with respect to all matters contained herein, and the parties further acknowledge and agree that there are no prior or contemporaneous Agreements different or distinct from those contained herein, and all such prior and contemporaneous Agreements, if any, are merged herein, and this Agreement alone constitutes the final understanding between the parties.
- e. SEIA is not engaged in rendering legal, accounting or tax services. Client should seek out the services of independent professionals for services in any of the aforementioned areas.
- f. **Solicitors:** If Client was introduced to SEIA through a Solicitor, Client acknowledges receipt of the written Solicitor Disclosure Statement disclosing the terms of the solicitation arrangement between SEIA and the Solicitor, including the compensation to be received by the solicitor from SEIA. Client understands that Solicitor is not responsible for rendering investment advice or providing recommendations and shall bear no responsibility or liability of any kind as a result of any action, or failure to act, at any time by SEIA.
- g. **Electronic Communications:** Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA section 408(b)(2) at the email address provided by the Client or such other email address as Client may designate in writing to SEIA. Client may revoke this consent at any time by providing notice to SEIA.
- h. **Severability:** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.
- i. **Amendment:** Unless stated otherwise in this Agreement, the Firm may amend this Agreement at any time by providing thirty (30) days' advance notice to the Client. If no objection is made by the Client within thirty (30) days following delivery of such notice, the Firm will assume Client's inaction constitutes consent.
- j. **Notification:** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given when: (i) delivered in person, when personally delivered; (ii) sent by facsimile transmission or e-mail, at close of business on the business day following telecopy or e-mail transmission; (iii) sent by overnight courier, upon verification of receipt; (iv) sent by certified or registered mail, upon verification of receipt; or five (5) business days following delivery of the communication to the U.S. Postal Service. All communications should be sent to SEIA as indicated below:

**Signature Estate & Investment Advisors, LLC**

Attn: Compliance

2121 Avenue of the Stars, Suite 1600

Los Angeles, CA 90067

Telephone: (310) 712-2323, Fax: (310) 712-2345

E-mail: [operations@seia.com](mailto:operations@seia.com)**XVI. CLIENT HEREBY ACKNOWLEDGES RECEIPT OF SEIA'S ADV BROCHURE (2A), BROCHURE SUPPLEMENT (2B), CLIENT RELATIONSHIP SUMMARY (FORM CRS) AND PRIVACY POLICY:**

- a. Delivery of Form ADV Part 2A, 2B & CRS. Client has received and reviewed SEIA's ADV brochure (2A), brochure supplement (2B) and client relationship summary (Form CRS), which are required to be delivered before or at the time SEIA entered into

this Agreement with the Client. By signing below, Client acknowledges that they have read and understand these important documents.

- b. Privacy Notice. In compliance with Regulation S-P (Privacy of Consumer Financial Information), which was adopted by the SEC pursuant to Section 504 of the Gramm-Leach-Bliley Act, SEIA has provided Client a copy of its privacy notice, which discloses to Client its policies and procedures regarding the use and safekeeping of personal information, including, if applicable, how such Client may avoid having their information shared. By signing below, Client acknowledges that they have read and understand SEIA's privacy notice.

#### **XVII. DEATH OR DISABILITY:**

This agreement between Client and SEIA will not terminate in the event of Client's death, disability, or incapacitation. The following conditions shall apply in such instances:

- a. Client Information - As a fiduciary, SEIA is committed to safeguarding the use of Client's personal information. However, to allow SEIA continuous management of Client's assets in the event of a life-changing event, such as death, incapacity, or diminished capacity (collectively "Significant Life Events"), Client hereby grants SEIA authorization to allow one or more emergency trusted contacts, as appointed by Client from time to time, access to certain non-public personal information related to Client and Client's Account when triggered by a Significant Life Event. By signing below, Client authorizes SEIA to contact the party[-ies] (a "Trusted Contact") following a Significant Life Event if SEIA reasonably believes doing so is in the Client's best interest. Client agrees for purposes of this Agreement its Trusted Contact shall be recorded in the Client Profile.
- b. Termination upon Proper Notice - Following a Significant Life Event, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this agreement by giving written notice to SEIA, with such termination being effective upon SEIA's receipt of such notice (the "Termination Date"). Client understands and agrees to provide SEIA promptly with a copy of any new or existing properly executed power of attorney on Client's behalf during the Term of this Agreement. If Client's Account is a joint account, Client agrees that any of the Account holders individually may grant a power of attorney, but SEIA reserves the right to require each owner to do so at its sole discretion.
- c. Disclosure of Client Exploitation - Client hereby expressly grants SEIA permission to report to the state securities regulator and/or state adult protective services any incident where SEIA has a reasonable belief that financial exploitation of Client has been attempted or has occurred.
- d. Withholding of Distributions upon Reasonable Belief of Client Exploitation - Client understands and acknowledges that SEIA may impose at its sole discretion an initial delay of disbursements from Client's Account(s) for up to fifteen (15) business days if SEIA has a reasonable belief that financial exploitation of Client has been attempted or has occurred. The delay might be extended for an additional ten (10) business days at the request of either an authorized state securities regulator or state adult protective services.

#### **XVIII. NON-EXCLUSIVE RELATIONSHIP:**

Client understands and acknowledges that SEIA renders investment advice to and performs other portfolio management services for other individuals and entities. SEIA and/or its employees may from time to time buy, sell or trade in securities for their own accounts, for the accounts of their family, for an account in which they have a beneficial interest or for the accounts of others for whom they provide portfolio management services. Client agrees that SEIA may give advice and take such other action with respect to these other accounts that may differ from the advice given or the timing or nature of action taken with respect to Client's Account(s).

#### **XIX. ELECTRONIC COMMUNICATIONS DISCLOSURE AND CONSENT:**

Client's signature below acknowledges Client's consent to allowing SEIA to communicate and deliver Documents by electronic means, specifically email and through a Client Portal. This consent applies to all Documents relating to those products and services offered by SEIA. For purposes of this section, "Documents" shall mean any disclosures, communications, account agreements, brochures, privacy statements and all other information related to the Client's Account(s), including but not limited to information or

disclosures that are legally required to be provided to the Client. The terms of this consent do not apply to any other service providers (i.e. Charles Schwab, Fidelity, etc.), who will need to be contacted separately.

SEIA will provide to Client access to a "Client Portal" that will house those Documents electronically delivered to Client. For new Documents, an email notification containing a hyperlink to the Client Portal will be sent to the Client at the email address provided for the portal as appropriate. There will be no additional charges and/or fees for these services. Furthermore, the Client may obtain paper copies of any of the Documents at any time and without charge by contacting SEIA at the address provided herein (or such other address as may be provided in the future).

It is Client's responsibility to provide SEIA with an accurate and complete e-mail address, contact, and other information related to all Account(s), and to maintain and update promptly any changes in this information. By agreeing to this consent, Client agrees to hold SEIA harmless with respect to any disclosure or other information sent to the incorrect e-mail address due to failure to provide SEIA with a current or valid e-mail address. This consent may be withdrawn at any time by providing SEIA with notification to the mailing address provided herein. Such withdrawal shall become effective two (2) business days after SEIA's receipt of request for withdrawal.

#### **XX. ELECTRONIC SIGNATURE:**

SEIA has established a relationship with certain third-party service providers to enable Client to sign SEIA's contracts and forms, including, without limitation, this Agreement, electronically. To utilize this technology, Client must read and agree to the terms and conditions described below and required by the third-party service provider. By confirming, Client agrees to receive and sign this Agreement and SEIA's account forms, billing invoices, disclosure documents, agreements and such other documents (as applicable) that may be delivered by SEIA in electronic format.

- a. Getting paper copies. Client may request paper copies of SEIA documents provided to Client electronically for no additional charges and/or fees. Client also can download and print SEIA documents that Client signs electronically through the electronic signature system during and immediately after the signing session. To request paper copies of the final versions of SEIA documents, please contact SEIA.
- b. Withdrawing Your Consent. If Client agrees to receive and sign SEIA documents electronically, Client may at any time withdraw Client's consent by contacting SEIA directly.
- c. Changing E-mail Address. It is the Client's responsibility to provide SEIA with an accurate and complete e-mail address, contact, and other information related to delivering SEIA documents, and to maintain and update promptly any changes in this information.
- d. Acknowledging Access and Consent to Receive Materials Electronically. By signing this Agreement, Client hereby (i) expressly consents to SEIA delivering all SEIA documents to Client electronically until or unless Client notifies SEIA otherwise as described above, and (ii) that Client possesses the means of accepting delivery electronically.

## CLIENT ACKNOWLEDGEMENT

**Client expressly consents to SEIA delivering all communications electronically to the Client's primary email address provide on the SEIA Client Profile form and certifies that Client possesses the means of accepting delivery by e-mail. This email address will also serve as the username for the Client Portal. Additional usernames are available upon written request.**

**If the Client wishes to receive paper copies of communications, please notify your Advisor.**

I/We certify that I have carefully read this Agreement and accept it voluntarily and with full knowledge and understanding of its terms and conditions.

Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Client Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**Accepted by Signature Estate & Investment Advisors LLC®**

Financial Advisor: \_\_\_\_\_ Signature: \_\_\_\_\_ Dated: \_\_\_\_\_