

INVESTMENT SERVICES AGREEMENT

Prepared for: _____

This is an agreement between McNamara Financial Services, Inc., a Massachusetts corporation (“we” or “us” or “Company”), and Client(s) as designated on the signature page as may be supplemented by an Instrument of Adherence by the party(ies) becoming Client(s) hereafter (“you” or “Client”). By this agreement, each Client retains Company to provide investment services to you on the terms and conditions below.

Section 1. Preliminary Acknowledgement. Please refer to Exhibit A, Preliminary Acknowledgments, attached hereto and incorporated herein by reference.

- Client acknowledges receipt of Adviser’s ADV Part 2A (*Note: The Client upon request will receive a copy of Company’s Code of Ethics*). **Client(s) Initials:** _____/_____
- Client acknowledges receipt of Adviser’s Privacy Policy. **Client(s) Initials:** _____/_____
- Client consents that annual delivery of Privacy Policy and annual offer of Adviser’s ADV Part 2A may be sent by mail or electronically by e-mail: **Client(s) Initials:** _____/_____
- Client acknowledges that notice to any signatory shall be deemed notice to all Clients (pg 5). **Client(s) Initials:** _____/_____
- Client acknowledges that any controversy relating to this agreement shall be settle in arbitration (pg 6). **Client(s) Initials:** _____/_____
- Client acknowledges that Company requires a complete and accurate description of the Client’s financial situation, investment objectives and goals. **Client(s) Initials:** _____/_____
- If agreed upon in advance, Client acknowledges that Financial Planning Services fees are charged **on an hourly** basis at a rate of between \$150 and \$300 per hour. **Client(s) Initials:** _____/_____
- Are there any securities in your account(s) that are not to be managed [liquidated] at our discretion?

If none, please initial here: _____/_____

Section 2. Our Appointment, Etc.

- (a) **Services.** Client selects the following service(s): ☒ Investment Management ☐ Financial Planning

Client(s) Initials: _____/_____

Definitions: Investment Management Services: Discretionary Authority Over Your Account
SEE SCHEDULE A, attached hereto and incorporated herein by reference

Financial Planning Services “Planning”: Recommendations As to Financial Objectives and Matters. SEE SCHEDULE B, attached hereto and incorporated herein by reference

- (b) **Custodian.** Company does not maintain physical custody of Client funds or securities. Rather, all of Client funds and securities shall be held by an unaffiliated custodian (the “Custodian”) as acknowledged in writing, from time to time by Client. Client will be responsible for paying securities transactions charges and all other fees or charges of the Custodian. With respect to each Account, Client also authorizes and directs Company to instruct Custodian on Client’s behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Company copies of all periodic statements and other reports for the Account that Custodian sends to Client.

Client(s) Initials: _____/_____

(c) **Client-Provided Information.** Client is solely responsible for the completeness, accuracy and currency of the data and information furnished to the Company, including but not limited the completion and return of an data gather questionnaire, which Client shall update promptly as necessary given changes in their lives, financial situation, and/or investment objectives.

(d) **Advice.** Company may give advice and take action in the performance of its duties with respect to the Client which may or may not vary from advice or action provided to others, with similar and/or dissimilar investment objectives, risk tolerances and/or financial situations. Nothing in this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, shall be deemed to impose upon the Company any obligation to purchase or sell or to recommend for purchase or sale, by or for an Account, any security or other property which the employees of the Company may purchase or sell for their own account or security or other asset recommended for other Client accounts.

(e) **Not Responsible for Services by Others.** The Client understands that the Company is only providing Services with respect to Client's Account designated herein by Client. The Company shall not be liable for any act or omission or for the solvency of any broker, dealer, financial, legal, tax or other professional, consultant or other persons or firms selected by it or by the Client. Any broker/dealer or custodian, designated financial planner and/or other provider of services to the Client in connection with the Assets and/or Account are each independently providing their respective services to Client, and each such party will be solely responsible for the provision of its respective services.

Section 3. Client Responsibilities. In addition to the responsibilities set forth above, Client also acknowledges Client's following responsibilities:

(a) **Services Dependent on Client-Provided Information.** You recognize that the value of our investment management or financial planning services is dependent upon information that you provide to Company and you updating same promptly in writing to Company and upon your active participation in the formulation of investment objectives.

(b) **Risk Acknowledgment.** You acknowledge that our investment decisions are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. We cannot guarantee the future performance of your Account, promise any specific level of performance or promise that our investment decisions, strategies or overall management of your Account will be successful. In managing your Account, we will not consider any other securities, cash or other investments you own unless you have told Company to do so in your written instructions to Company. Except as may otherwise be provided by law, we will not be liable to you for any loss (i) that you may suffer as a result of our good faith decisions or actions where we exercise the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (ii) caused by following your instructions; or (iii) caused by the Custodian, any broker or dealer to which we direct transactions for your account or by any other third person. 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 your rights under those laws.

Section 4. Company Reports. We shall make available a report for clients selecting investment management services that may include such relevant account information such as an inventory of account holdings and account performance on a quarterly basis. For those clients to whom the Firm provides financial planning and/or consulting services, we shall make available reports summarizing its analysis and conclusions as requested by the client or otherwise agreed to in writing. The client is urged to compare the information included in any statements made available from the Company against those sent by the qualified custodian.

Section 5. Fees. The fees associated with the client-selected services are described in the attached **Schedules B and C** with respect to Investment Management Services and Financial Planning Services, respectively. For additional information on fees, please review the Company's ADV Part 2A. Clients should review and discuss with the Company the appropriate fee schedule(s) as the same may be amended by the Company in writing from time to time.

The management fee is payable quarterly in advance. In any partial calendar quarter, the management fee will be pro-rated based on the number of days that the Account was open during the quarter. Client understands that Accounts with assets invested in shares of mutual funds or other investment companies ("funds") will be included in calculating the value of the Account for purposes of computing Company's fees and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor.

Client authorizes Company to provide instruction to custodian with respect to Investment Management Services fees to be deducted from client account. In addition, client will provide custodian with written authorization to deduct from each of Client's Accounts and pay to Company the Investment Management Services fees for each calendar year quarter owed to the Company. Investment Management Services fees shall be deducted directly from the client's Account by the custodian, TD Ameritrade, and as otherwise described in Schedule C. The Custodian will send Client a quarterly statement showing all amounts paid from the Accounts, including all management fees paid by Custodian to Company.

Fees for Financial Planning Services will be invoiced for the management fee.

Section 6. Other Costs. The Client understands that fees and expenses, additional and separate from the fees paid to the Company for services hereunder may be due and payable as agreed or directed by the Client, including broker-dealer services, custodian fees, ticket, redemption, transaction charges, other fees and charges incurred in connection with the purchase, sale or redemption of securities, mutual fund fees and expenses and such other charges charged directly to his/her/its accounts, as well as consulting services from financial, tax and legal professionals; fees and expenses payable to mutual funds or similar managed assets or accounts owned by the Client. Client is not entitled to refunds of such charges paid in connection with the execution of securities transactions on termination. Client should review all costs and expenses directly with third party providers.

Section 7. Collections; Interest. The Company reserves the right to charge interest at a rate of up to the maximum permitted by law per annum on any balance of any fees remaining unpaid thirty (30) days or more after the date when due. The Client agrees to pay on demand all fees, costs and expenses of every kind incurred by or on behalf of the Company arising from, relating to, or in connection with enforcement of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, to the fullest extent permitted by law, including without limitation, fees, costs or expenses incurred in defending arbitration of a dispute in which a Client does not prevail fully and fees, costs or expenses incurred in collecting any unpaid fees or other charges billed by or on behalf of the Company.

Section 8. Other Legal Actions. You agree that we will not advise or act for you in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities ("Legal Proceedings").

Section 9. Termination.

(a) The Client has the absolute right to terminate this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, by notice to the Company within five (5) business days from the date first set forth above.

(b) Either the Company or the Client may terminate this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, at any time by providing written notice to the other party, effective upon receipt of such written notice.

(c) This Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, will terminate automatically upon receipt by Company of legal notice of the death of the Client (or any co-signatory) together with notice of termination by legal representative of the deceased. If you are a natural person, your death, disability or incompetency will not terminate or change the terms of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, by giving written notice to us.

(d) Termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, will not affect (i) the validity of any action previously taken by Company under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference; or (iii) your obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, we will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Accounts and the Company shall cease to have any responsibility or liability with respect to Client or Account.

(e) Upon notice of termination, the Company will await further instructions from the Client as to what steps Client requests to liquidate and / or transfer the portfolio and remit the proceeds. The Company will not perform any management activities in any of the Clients' accounts upon notice of termination other than those required to meet its fiduciary obligations. Upon instructions received, the Company will instruct the Client's broker-dealer, mutual fund sponsors and others to liquidate and / or transfer all or a portion of the portfolio and either send a check to the Client or transfer proceeds to a client's bank account. If the Client wishes to transfer securities in an investment account(s), that transfer process must be initiated by the Client or the Client's new financial adviser.

(f) Termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, will not affect (i) the validity of any action previously taken by Company under this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference; or (iii) Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon the termination of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, Company will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Accounts.

Section 10. Client(s).

(a) Client Representations.

(i) If Client is an individual, you represent that you are of legal age. If Client is a corporation, partnership or limited liability company, the person signing this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that our investment management strategies, allocation procedures, and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, has the authority to negotiate and enter into this Agreement, and/or any Instruments

of Adherence incorporating this Agreement by reference.

(ii) Client covenants that Company is entitled to rely that each Client signatory below has the authority to execute this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, on behalf of each such Account listed on **Schedule C**.

(iii) Client will inform Company of any event that might affect this authority or the propriety of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference.

(b) Joint / Multiple Accounts.

(i) If this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, is signed by more than one person as the Client, each such signatory agrees to be jointly and severally bound. The Company without being required to notice or obtain the consent of the other may follow the instruction(s) of either of the joint or multiple signatories of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference. Company shall be permitted to rely upon instructions from either party with respect to clients Account(s), unless and until Company receives direction in writing signed by all multiple signatories revoking such reliance, which direction is only effective upon the date of the Company's receipt thereof. The Company shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the Clients.

(ii) Any notice to any signatory shall be deemed notice to all Clients. Upon the death of either signatory, the property in each Account will be treated as belonging to all other signatories unless there has been an express written instruction otherwise received by Company.

(iii) The Company may follow the instruction of either of the multiple signatories of this Agreement without being required to provide notice or obtain the consent of the other. This authorization is irrevocable unless and until the Company received prior written direction to the Company, which direction is effective as of the date of the Company's receipt thereof. In the event Company conflicting information from joint signatories, the Company reserves the right to take no action unless and until the Company receives instruction in writing as to how each wants to proceed, which instruction is only effective upon the date of the Company's receipt thereof.

(iv) Each Client(s) signing below consents to sharing of information between and among them without restriction.

(v) The person(s) signing as Client(s) below, and/or any Instruments of Adherence incorporating this Agreement by reference, each has the power and authority to establish Client Accounts subject to this Agreement and/or any Instruments of Adherence incorporating this Agreement by reference, and such signature(s) binds each Client as if to a separate copy of this Agreement, unless signing as joint tenants. The Company shall be entitled to treat the signature of the person(s) representing themselves as the Client hereunder, and/or any Instruments of Adherence incorporating this Agreement by reference, as evidence of their due authority to contract and shall not be required to make further inquiry as to the authority by which any actions are taken or information requested or received by such signatory as Client under this Agreement.

(vi) Client(s) acknowledge and agree that execution by Client(s), individually or in such other representative capacities as Client(s) may designate, and Company of any Instrument of Adherence incorporating the terms of this Agreement by reference, shall be binding upon the parties subject to the terms and conditions set forth in this Agreement.

(c) If an Account is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (i) we acknowledge that we are a "fiduciary" within the meaning of ERISA; (ii) you acknowledge that you are a

“named fiduciary” with respect to the control or management of the assets in the Account; (iii) you will deliver to Company true and complete copies of the governing plan documents and any information reasonably requested by Company related to the Account; and (iv) you will furnish promptly to Company any amendment to the plan, and you agree that, if any amendment affects our rights or obligations, the amendment will be binding on Company only when agreed to by Company in writing. If an Account subject to ERISA contains only a part of the assets of the plan, you understand and agree that we will have no responsibility for the diversification of all of the plan’s investments and that we will have no duty, responsibility or liability for any assets that are not in such Account. If ERISA or other applicable law requires bonding with respect to the assets in an Account and if we so requests in writing, you agree to obtain and maintain at your expense bonding that satisfies this requirement and covers us.

Section 11. Binding Agreement. This Agreement, and any Instruments of Adherence incorporating this Agreement by reference, will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of the Investment Adviser’s Act of 1940, as amended (the “Advisers Act”) or applicable state securities laws) by either party without the consent of the other party.

Section 12. Governing Law. This Agreement, and any Instruments of Adherence incorporating this Agreement by reference, and the services requested and provided hereunder, the relationship between Client and Company and any and all controversies that may arise between Client, and Company, and/or each of their respective agents, affiliates, employees, successors and assigns concerning, arising from and/or related to any order or transaction, services, or the continuation, performance, or breach of this Agreement or any other agreement between the Client and Company, and all rights and remedies of the parties, of whatever type and kind, will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, to the exclusion of all other states’ laws, without giving effect to any conflict or choice of law provisions, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission under the Advisers Act and, if applicable to the Account, the ERISA.

Section 13. Arbitration.

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ANY INSTRUMENTS OF ADHERENCE INCORPORATING THIS AGREEMENT BY REFERENCE, ANY ACCOUNT, OR RELATING TO TRANSACTIONS WITH THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AFFILIATES, SHALL BE SETTLED BY ARBITRATION, IN ACCORDANCE WITH THE RULES THEN IN EFFECT OF FINANCIAL INDUSTRY REGULATORY AUTHORITY (“FINRA”) OR ANY SUCCESSOR OR SIMILAR ARBITRATION ORGANIZATION AUTHORIZED TO ARBITRATE SUCH DISPUTE UNDER THIS AGREEMENT AND APPLICABLE LAWS. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE CLIENT FURTHER UNDERSTANDS THAT:

- (A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES;
- (B) THE PARTIES ARE WAIVING THEIR RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL;
- (C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS;
- (D) THE ARBITRATOR’S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY’S RIGHT TO APPEAL OR SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR IS STRICTLY LIMITED; AND

(E) THE PANEL OF ARBITRATORS MAY TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

All controversies that may arise between Client, and Company and/or each of their respective agents, affiliates, employees, successors and assigns concerning, arising from and/or related to any order or transaction, services, or the continuation, performance, or breach of this Agreement, instrument of adherence, or any other agreement between the Client and Company, and all rights and remedies of the parties, of whatever type and kind, shall be determined before a panel of independent arbitrators set up by the FINRA unless another forum is required as an alternative under applicable laws. Each party understands that either may initiate arbitration by serving or mailing a written notice to the other party hereto by certified mail, return receipt requested. Any award the arbitration panel makes will be final, and judgment on it may be entered in any court having jurisdiction. This agreement to arbitrate shall be specifically enforceable.

Payment of costs and expenses of such arbitration shall be in accord with the rules of the arbitrator except that each party shall separately pay its own attorney's fees and expenses and provided, however, that upon written request by the Company, the Client may be required to pay all reasonable fees, costs and expenses incurred by the Company for any purposes, arising from, relating to or in connection with collecting any unpaid or overdue fees due to Company.

THE AGREEMENT TO ARBITRATE MAY NOT BE DEEMED ENFORCEABLE UNDER FEDERAL AND/OR APPLICABLE STATE SECURITIES LAWS. TO THE EXTENT THAT THIS ARBITRATION AGREEMENT IS DEEMED ENFORCEABLE, IT SHALL NOT CONSTITUTE A WAIVER OF ANY OF CLIENT'S RIGHTS, TO THE EXTENT SUCH RIGHTS ARE DEEMED UNWAIVEABLE UNDER FEDERAL AND/OR APPLICABLE STATE SECURITIES LAWS, INCLUDING THE RIGHT TO CHOOSE THE FORUM, WHETHER ARBITRATION OR ADJUDICATION, IS APPROPRIATE TO SEEK RESOLUTION OF DISPUTES.

Section 14. Notices. Any notice, advice or report to be given to either party under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to either party at the address set forth below or at such other address as such party may designate in writing.

Section 15. Liability; Indemnification. The parties agree that the Company shall have no liability for any loss, liability, claim or expense caused by or related to strikes, political unrest, fire or other damage from storm, earthquake or other natural disaster or malfunction or unavailability of electronic or related systems. The Company shall not be liable for any loss sustained by the Client by reason of purchase, retention or sale or exchange of an investment recommended in good faith and in accordance with the terms of this Agreement, and any Instruments of Adherence incorporating this Agreement by reference, and/or applicable law and/or any special, punitive, treble, statutory, consequential or incidental loss(es) or damage(s). Further, the Client agrees that the Company shall have no liability and the Client shall indemnify and hold harmless the Company for any and all loss, liability, claim or expense (including reasonable attorney's fees) arising out of or in connection with: (A) action(s) and/or inaction(s) by person(s) other than Company; (B) the inaccuracy of Client provided information furnished to Company; and/or (C) any breach of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, by any person other than Company. No such indemnification shall be provided by Client with respect to any matter related: (x) to Company's breach of fiduciary duty to Client; (y) breach by Company of any of its duties hereunder; or (z) if not permitted by applicable law. THE FEDERAL AND APPLICABLE STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, AND THEREFORE, NOTHING IN THIS AGREEMENT, OR ANY INSTRUMENT OF ADHERENCE, WILL WAIVE OR LIMIT ANY NON-WAIVEABLE RIGHTS THAT CLIENT MAY HAVE UNDER THESE LAWS.

Section 16. Miscellaneous. If any provision of this Agreement, and/or any Instruments of Adherence incorporating this Agreement by reference, is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement or Instrument of Adherence, the

provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement and/or instrument of adherence will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced, except that we may amend this Agreement by giving you written notice of any amendment at least thirty (30) days prior to the effective date of such amendment and you shall be deemed to accept any such amendment unless you notify Company in writing prior to the effective date of such amendment.

Section 17. Assignment. The rights and obligations of a party under this Agreement may be assigned as permitted under the Investment Advisers Act of 1940, as amended. Subject to the limitations set forth in the prior sentence, this Agreement shall be binding upon Client's personal representatives, beneficiaries, heirs, successors and assigns, including any parties executing any Instruments of Adherence incorporating this Agreement by reference.

Section 18. Client Identification Procedures. Before opening an account for an individual Client, Company requires satisfactory documentary evidence of the Client's name, address, date of birth, social security number, or if applicable, tax identification number (for persons without a social security or tax identification number, the Client must provide an identification number from one of the following: passport, alien identification card, or any other government issued document evidencing nationality or residence and bearing a photograph or similar safeguard). Before opening an account for a corporation or other entity, Company will require satisfactory evidence of the entity's name, principal business address, tax identification number, and proof that the person opening the account is duly authorized to do so on behalf of the entity. All such records shall be retained with Company's records for the Client account for no less than five (5) years.

Company will not open an account or accept any funds or securities from, or on behalf of, any person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the United States Office of Foreign Assets Control ("OFAC") or any other prohibited persons or entities as may be mandated by applicable law or regulation. In furtherance thereof:

(a) Client represents and warrants to Company that Client is not a "foreign person" as defined by IRC Section 1445 and hereby provides their identification number.

(b) (i) Client represents and warrants to Company that: (A) neither s/he/it (nor any individual or entity owning directly or indirectly any interest in him/her/it) is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of any of the OFAC Laws and Regulations; (B) s/he/it has taken all reasonable measures, in accordance with all applicable Anti-Money Laundering Laws, to assure that funds invested or secured by him/her/it are derived from legal sources; (C) to the best of his/her/its knowledge after making due inquiry, neither s/he/it nor any holder of a direct or indirect interest in him/her/it (1) is under investigation by any governmental authority for, or has been charged with, or convicted of, any violation of any Anti-Money Laundering Laws, or drug trafficking, terrorist-related activities or other money laundering predicated crimes or a violation of the BSA; (2) has been assessed civil penalties under these or related laws; (3) has not had any of his/her funds seized or forfeited in any action under these or related laws; and (4) s/he/it has taken reasonable steps, consistent with industry practice for comparable organizations and in any event as required by law, to ensure that s/he/it is and shall be in compliance with all Anti-Money Laundering Laws and OFAC Laws and Regulations.

(ii) The following terms shall have the meanings specified for this Section: "Anti-Money Laundering Laws" means all applicable laws, regulations and government guidance on the prevention and detection of money laundering, including, without limitation, 11 U.S.C. §§ 1956 and 1957, and the BSA; "BSA" means the Bank Secrecy Act (31 U.S.C. §§ 5311 et. seq.), and its implementing regulations, 31 C.F.R. 103; "Entity" means any entity that is

not a natural person; and “OFAC Laws and Regulations” means Executive Order 13224 issued by the President of United States of America, the Terrorism Sanctions Regulations (31 C.F.R. 595), the Terrorism List Governments Sanctions Regulations (31 C.F.R. 596), the Foreign Terrorist Organizations Sanctions Regulations (31 C.F.R. 597), and the Cuban Assets Control Regulations (31 C.F.R. 515), and all other present and future federal, state and local laws, ordinances, regulations, policies, lists (including, without limitation, the OFAC Specially Designated Nationals and Blocked Persons List) and any other requirements of any governmental authority (including, without limitation, the United States Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as hereafter supplemented, amended or modified from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar laws, ordinances, regulations, policies or requirements of other states or localities.

(c) Client covenants to Company as follows: (i) Client shall require, and shall take reasonable measures to comply with the requirement that no individual or entity owning, directly or indirectly, any interest in Client’s funds or securities is an individual or entity whose property or interests are subject to being blocked under any of the OFAC Laws and Regulations or is otherwise in violation of any of the OFAC Laws and Regulations; (ii) Client shall at all times comply with the OFAC Laws and Regulations and Anti-Money Laundering Laws; (iii) Client shall immediately notify the Company in writing if any individual or entity owning directly or indirectly any interest in the Client’s funds or securities is an individual or entity whose property or interests is subject to being blocked under any of the OFAC Laws and regulations or is otherwise in violation of any of the OFAC Laws and Regulations, or is under investigation by any governmental entity for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or for any violation of Anti-Money Laundering Laws, or has been assessed civil penalties under these or related laws, or has had funds seized or forfeited in an action under these or related laws.

EXHIBIT A

PRELIMINARY ACKNOWLEDGMENTS

(A) ADV. Client acknowledges by initials in Section 1 receipt of Company's ADV Part 2A and ADV Part 2B. Note, the Client, upon request, will receive a copy of Company's Code of Ethics.

(B) PRIVACY POLICY.

Client acknowledges by initials in Section 1 receipt of Company's Privacy Policy and specifically authorizes Company to disclose non-public information regarding Client, including social security number(s), address(es), telephone number(s), account number(s) and related information to the third party investment management service provider, sub-Company(ies), broker-dealers and/or custodian(s) and to other non-affiliated parties, as may be necessary to service your account(s).

Client consents by initials in Section 1 to electronic communications via e-mail, including annual delivery of Privacy Policy and annual offer of Company's ADV Part 2A.

(D) CLIENT INFORMATION.

Client may be asked to complete a data gather questionnaire and/or risk tolerance questionnaire providing accurate, complete and current information concerning Client's finances, ongoing needs, investment objectives, risk tolerance(s) and circumstances which are of special concern to Client. Client acknowledges that Company requires a complete and accurate description of the Client's financial situation, investment objectives and goals in providing investment services. Client must and will notify Company promptly of changes in such information provided by Client, from time to time, as Company provides its services in reliance on Client-provided information.

EXHIBIT B

INVESTMENT SERVICES AGREEMENT INSTRUMENT OF ADHERENCE

Dated _____, 20__

The undersigned, _____ with an address of _____, in such capacities as identified below, in order to enroll additional account(s) and/or obtain additional services from **McNamara Financial Services, Inc.** and pursuant to the Investment Services Agreement dated as of _____, 20__ by and among the undersigned and **McNamara Financial Services, Inc.** ("Agreement"), a copy of which is attached hereto and incorporated herein by reference, hereby agrees to be bound to that certain Agreement, and is hereby bound to the full extent of said Agreement without reservation or exception. This Instrument of Adherence shall take effect as an instrument under seal and shall become a part of said Agreement immediately upon execution.

IN WITNESS WHEREOF, each and all of the undersigned have executed this Instrument of Adherence as of the date first set forth above.

☐ Please sign as Primary Account Holder (and spouse or Joint Tenant if applicable) for **Individual or Joint Accounts**:



Name: _____
Date: _____
Address: _____



Name: _____
Date: _____
Address: _____

☐ Please sign as Primary Account Holder for any **IRA or Qualified Accounts**:



Name: _____
Date: _____
Address: _____

Name: _____
Date: _____
Address: _____

☐ Please sign as Trustee for all **Trust Accounts** (if applicable) or as Custodian for **Custodial Accounts** (if applicable):



As Trustee: _____ Name: _____



As Custodian: _____ Address: _____

Date: _____

Accepted by:

McNamara Financial Services, Inc.

By: _____

SCHEDULE A
INVESTMENT MANAGEMENT SERVICES

SERVICES:

(1) Discretion. By your signature below, you appoint Company to manage an investment portfolio (the "Account") held by the Custodian for you effective when we have signed the agreement. This authority will remain in effect until changed as provided in subparagraph (b) immediately below or terminated in accordance with Section 8. In connection with this appointment, you grant Company discretionary authority and authorize Company without first consulting you to act as your agent and limited attorney-in-fact to manage the cash and securities held in the Account without restriction, unless otherwise specified on page 1 of this agreement.

(2) This grant of discretionary authority to Company includes, but is not limited to the authority:

- to take any and all actions on the Client's behalf that Company determines to be customary or appropriate for a discretionary investment Company to perform, including the authority to effect transactions, buy, sell, select, remove and replace securities and investments, including mutual fund shares and including those advised by Company or an affiliate, and other investments, for the Account, and to determine the portion of assets in the Account to be allocated to each investment or asset class and to change such allocations;
- to effect such transactions in Client's account via any available medium, electronic or otherwise, including but not limited to electronic access via personal computer or touch-tone telephone.
- to select the broker-dealer(s), custodian(s) or others with which transactions for the account will be effected;
- to retain and replace, or not, any person or third-party providing investment advice, securities recommendations, model portfolios or other services to the Firm, including without limitation, third party portfolio strategists, such as Litman Gregory Asset Management, an unaffiliated third-party, as deemed appropriate by the Firm, from time to time; and
- to retain and replace any investment Company representative providing services on behalf of Company, as deemed appropriate by Company.

Consistent with this grant of discretionary authority and consistent with the Client's execution of a Limited Power of Attorney and/or such similar and related agreement(s) with the broker-dealer and/or custodian for Client's account(s), Company will make all decisions to buy, sell or hold securities, cash or other investments for your Account in our sole discretion and without first consulting you. Such securities may include, but are not limited to, interests in mutual funds, exchange traded funds, individual securities (stocks and bonds), municipal securities, variable annuities, certificates of deposit and U.S. government securities. You give Company full power and authority to carry out these decisions by giving instructions, on your behalf, to brokers and dealers and Custodians for your account. You authorize Company to provide a copy of this agreement to any broker or dealer with or through which transactions for your account are to be effected as evidence of our authority under this agreement.

(3) Special Client Acknowledgments. The Client understands that transactions, asset reallocations, rebalancing and other activities in an Account may create tax liabilities for which the Client is solely responsible and will have to make provision and consult with Client's tax advisor.

(4) Proxy Voting. As of April 20, 2013, the Company no longer votes client proxies. Although the Company may provide investment management services relative to clients selecting such services, the Client maintains exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Client's investment assets. The Company and/or the Client shall correspondingly instruct each custodian of the assets to forward to the Client copies of all proxies and shareholder communications relating to the client's investment assets. Client shall receive all proxies and shareholder communications and Company shall not be responsible for voting any proxies unless agreed upon in writing by the Company and Client.

(5) Changes. You will provide written notice to Company of any changes, special instructions or limits that you want Company to follow in managing your account effective upon Company's written acknowledgment of same to you. Changes to the investment objectives or any instructions, as to which changes you and we have agreed in writing, will be considered amendments or supplements to this agreement effective upon Company's written acknowledgment of same to you.

(6) Account Additions. When clients submit checks, securities or other assets directed to the Custodian for deposit into Client's Account for investment, generally such funds are not available for investment by the Company under this Agreement until the client-submitted check(s) have been cleared, client-submitted securities or other assets are liquidated and/or are otherwise available and accessible by the Custodian.

INVESTMENT MANAGEMENT SERVICES FEES: Please refer to attached Schedule C for account specific investment management fees. For additional information on fees, please review the Company's ADV Part 2A. Clients should review and discuss with the Company the appropriate fee schedule(s) as the same may be amended by the Company in writing from time to time.

(i) Payment of Fees. You will pay Company a fee for our investment management services. The fee will be a percentage of the daily average balance of all assets in the Accounts during the prior calendar quarter. The management fee is payable quarterly in advance. In any partial calendar quarter, the management fee will be prorated based on the number of days that the Account was open during the quarter. You understand that Accounts with assets invested in shares of mutual funds or other investment companies ("funds") will be included in calculating the value of the Account for purposes of computing our fee and the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, paid by the funds but ultimately borne by the investor. Company shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Client.

(ii) Debits; Disclosure. You authorize the Custodian to deduct if possible from each of your Accounts and pay to Company the management fee for each calendar year quarter. If it is not possible to deduct the management fee, you will be invoiced and asked to submit a check payable to McNamara Financial Services, or you may authorize the Company to debit this fee from another account. The Custodian will provide to you a quarterly statement showing all amounts paid from the Accounts, including all management fees paid by Custodian to us. Further, all fees and expenses due the Company through the close of business on the effective date of termination shall be immediately due and payable and the Company shall have the authority to debit any Account to recover such amounts due.

Accordingly, until and unless otherwise specified in writing, the Client hereby authorizes the asset-based fees to be paid directly from his/her Account. Company shall make available to the Client and the Custodian of Assets in the Account at the same time, a statement showing the amount of the Investment Management Fees, the value of the Assets in the Account on which the fee is based and the manner in which the Fees were calculated. Further, the Custodian of the Account will send to the Client a statement at least quarterly, indicating the amount of funds held in the client's account and identifying the securities in each account at the end of the quarter, and set forth all transactions in the account during the period, including noting all amounts disbursed from the Account, including Fees paid to the Company. The Client will be responsible for verifying the accuracy of the fee calculation as the Custodian will not determine if the fee is calculated correctly. The Client is urged to compare the information included in any statements sent by Company against those sent by the qualified custodian.

SCHEDULE B

FINANCIAL PLANNING SERVICES

SERVICES:

The financial planning and consulting provided by our firm is designed to help the client with certain aspects of financial planning identified by Client ("Client Goals") exclusive of any ongoing investment management.

Typically, our approach to the planning process will include the following steps:

- Client submits thorough planning-related information/documentation as accurately and completely as possible ("Client Provided Information").
- Company will analyze your financial situation based on Client Provided Information in terms of cash flow, income tax liability, risk management (life insurance, disability insurance if appropriate, long term care insurance if appropriate), investment risk tolerance, college funding strategies, retirement funding strategies and Client Goals.
- Based on Company's analysis of Client Provided Information and Client Goals, Company will outline a course of action (or alternative courses of action) to meet your goals and objectives, culminating in a summary report that includes our projections and recommendations, as well as your action steps. The nature, costs, and extent of our implementation services will be established at that time.

Responsibility for financial planning decisions is yours. The suggestions and recommendations included in your financial plan will be advisory in nature, and we cannot guarantee the performance of any investment or insurance products which may be purchased to implement recommendations in your plan. The plan will also include financial projections based on assumptions about future events. We cannot vouch for the achievability of such projections as the assumptions about future events may not be accurate. We will aid in the decision-making process, suggest alternative recommendations to help you achieve your objectives, and assist you to determine how well each alternative meets your objectives.

Projections of future income, expenditures (including income taxes) and net worth are based on assumptions that are described in the financial plan as well as interpretations of existing laws. Usually, there will be material differences between prospective and actual results because laws change and events and circumstances frequently do not occur as expected.

FEES:

Financial Planning Services fees are charged **on an hourly basis, per the fee schedule below**. The number of hours required to complete any planning or consulting will be estimated after a planning questionnaire is completed with the client, but before any substantial work is initiated or fees incurred. Financial Planning Services fees are payable upon completion of the financial plan and/or consulting services, unless otherwise agreed by the Client and Company in writing. McNamara Financial reserves the right to waive the financial planning fee for some clients at its sole discretion.

Justin J. McNamara, CFP®	\$150 per hour
Kirk B. Reed, CFP®	\$200 per hour
Alyssa M. Reed, CFP®	\$250 per hour

IN WITNESS WHEREOF, each and all of the undersigned have executed this Agreement as of the date first set forth above, pursuant to authority and consent to Company and Company Representative to sharing client information between and among clients below and following the direction with respect to his/her account of Designated Client.

McNamara Financial Services, Inc.

BY: **x** _____
Advisor

Date: _____

Client: _____

Service(s) Provided: ☒ Investment Management ☐ Financial Planning

☒ Please sign as Primary Account Holder (and spouse or Joint Tenant if applicable) for **Individual or Joint Accounts:**

x _____
Name: _____
Date: _____
Address: _____

x _____
Name: _____
Date: _____
Address: _____

☒ **Please sign** as Primary Account Holder for any **IRA or Qualified Accounts:**

x _____
Name: _____
Date: _____
Address: _____

x _____
Name: _____
Date: _____
Address: _____

☐ Please sign as Trustee for all **Trust Accounts:**

x _____
Name: _____
Date: _____
Address: _____

x _____
Name: _____
Date: _____
Address: _____

☐ Please sign as Custodian for **Custodial Accounts:**

x _____
Name: _____
Date: _____
Address: _____

x _____
Name: _____
Date: _____
Address: _____
