



# INVESTMENT ADVISORY AGREEMENT

January 2025

## HARRIS FINANCIAL CONSULTING, PLLC

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"Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding."

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# INVESTMENT ADVISORY AGREEMENT

AGREEMENT between “CLIENT” and HARRIS FINANCIAL CONSULTING, PLLC, a registered investment adviser, registered in the State of Texas, (hereinafter “HARRIS FINANCIAL”).

## 1. Scope of Engagement

- a. CLIENT hereby appoints HARRIS FINANCIAL as an Investment Adviser to perform the services hereinafter described, and HARRIS FINANCIAL accepts such appointment. HARRIS FINANCIAL shall be responsible for the investment and reinvestment of those assets designated by CLIENT to be subject to HARRIS FINANCIAL’s management (which assets, together with all additions, substitutions, and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);
- b. CLIENT delegates to HARRIS FINANCIAL authority with regard to the investment and reinvestment of the Assets and appoints HARRIS FINANCIAL as CLIENT’s agent in fact with authority to buy, sell, or otherwise effect investment transactions involving the Assets in CLIENT’s name for the Account upon receipt of authorization for such transactions by the CLIENT;
- c. HARRIS FINANCIAL is authorized, upon prior consultation with CLIENT, to buy, sell, trade, and allocate in and among stocks, bonds, mutual funds, exchange-traded funds, sub-advisers, independent investment managers and/or programs, and other securities and/or contracts relating to the same, or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;
- d. HARRIS FINANCIAL shall discharge its investment advisory and management responsibilities consistent with the CLIENT’s designated investment objectives. Unless the CLIENT has advised HARRIS FINANCIAL to the contrary, in writing, there are no restrictions that the CLIENT has imposed upon HARRIS FINANCIAL with respect to the management of the Assets. The CLIENT agrees to provide information and/or documentation requested by HARRIS FINANCIAL in furtherance of this Agreement as pertains to the CLIENT’s objectives, needs, and goals, and maintains exclusive responsibility to keep HARRIS FINANCIAL informed of any changes regarding same. CLIENT acknowledges that HARRIS FINANCIAL cannot adequately perform its services for CLIENT unless CLIENT diligently performs his responsibilities under this Agreement. HARRIS FINANCIAL shall not be required to verify any information obtained from CLIENT, CLIENT’s attorney, accountant, or other professionals, and is expressly authorized to rely thereon;
- e. If the Account is a retirement plan sponsored by CLIENT’s current or former employer, CLIENT acknowledges that HARRIS FINANCIAL’s investment selection shall be limited to the investment alternatives provided by the retirement plan. The CLIENT further acknowledges and understands that:
  - i. HARRIS FINANCIAL may not receive communications from the plan sponsor or plan custodian, and it shall remain the CLIENT’s exclusive obligation to notify HARRIS FINANCIAL of any changes in investment alternatives, restrictions, etc. pertaining to the Account;
  - ii. HARRIS FINANCIAL shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the failure to so notify HARRIS FINANCIAL; and
  - iii. HARRIS FINANCIAL will not have, nor will it accept, any authority to affect any type of transaction or changes via the plan website, including but not limited to changing investment allocations, changing beneficiaries, or effecting Account disbursements or transfers to any individual or entity; and,
- f. CLIENT authorizes HARRIS FINANCIAL to respond to inquiries from, and communicate and share information with, CLIENT’s attorney, accountant, and other professionals to the extent necessary in furtherance of HARRIS FINANCIAL’s services under this Agreement.

## 2. Investment Advisory and Additional Services

- a. HARRIS FINANCIAL shall provide investment advisory services under this Agreement. If the CLIENT requires or elects to purchase additional services as described in the Fee Schedule (Exhibit A), HARRIS FINANCIAL shall charge fees for such additional services as described in the Fee Schedule (Exhibit A), in a separate written notice to the CLIENT; and,
- b. With respect to HARRIS FINANCIAL’s professional services, the CLIENT acknowledges that:
  - i. CLIENT is free at all times to accept or reject any recommendation from HARRIS FINANCIAL, and that the CLIENT has the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from HARRIS FINANCIAL;

- ii. recommendations (i.e., estate planning, retirement planning, taxes, insurance, etc.) may be discussed and/or implemented, at CLIENT'S sole discretion, with the corresponding professional adviser(s) (i.e., broker, accountant, attorney, insurance agent, etc.) of CLIENT'S choosing (which may include entities recommended by HARRIS FINANCIAL);
- iii. With respect to estate planning and tax planning matters, HARRIS FINANCIAL'S role shall be that of a facilitator between the CLIENT and his/her corresponding professional advisor(s);
- iv. no portion of HARRIS FINANCIAL'S services should be construed as legal or accounting advice. Rather, the CLIENT should defer to an attorney or accountant; and
- v. CLIENT will maintain sole responsibility to notify HARRIS FINANCIAL if there is a change in CLIENT'S financial situation or investment objective(s) for the purpose of reviewing/evaluating/revising HARRIS FINANCIAL'S previous recommendations and/or services and/or to address new planning or consulting matters.

### 3. HARRIS FINANCIAL Compensation

- a. HARRIS FINANCIAL'S fees for investment advisory services provided under this Agreement shall be based upon a percentage (%) of the market value of the Assets under management for accounts valued at \$50,000 and above in accordance with the fee schedules enclosed herewith as Exhibit "A." The annual fee shall be prorated and paid in advance as indicated in the Fee Schedules, based upon the market value of the Assets on the last business day of the previous period.
  - i. Retail CLIENTS with account balances below \$50,000 (known as "Self-Directed Account") shall be subject to a flat annual fee, payable monthly, in lieu of the asset-based account fees described above.
  - ii. These fees are listed in the Retail Advisory Account (RAA), Institutional Advisory Account (IAA), and Additional Fee Schedules within Exhibit A. No increase in the annual fee beyond the range set forth in the fee schedules shall be effective without prior written notification to the CLIENT;
- b. CLIENT authorizes the Custodian of the Assets to charge the Account for the amount of HARRIS FINANCIAL'S Account Fee and to remit such fee to HARRIS FINANCIAL in compliance with regulatory procedures. CLIENT may "opt-out" of the authorized custodial payment option and elect to pay all fees directly to HARRIS FINANCIAL. HARRIS FINANCIAL shall establish individual payment arrangements for each CLIENT selecting direct payment to HARRIS FINANCIAL. CLIENT shall be bound by the terms of any/ all authorized payment agreements.

**Please Note:** In the event that there is not sufficient value in the Account to pay HARRIS FINANCIAL'S fee, HARRIS FINANCIAL is authorized to sell securities from the CLIENT'S portfolio to cover account management fees. CLIENT shall be notified of the deficiency and the pending sale of securities. CLIENT acknowledges and accepts responsibility for payment of all fees owed to HARRIS FINANCIAL for services rendered immediately upon receipt. CLIENT acknowledges that any account maintaining insufficient funds to cover account management costs may be closed at the discretion of HARRIS FINANCIAL. Non-payment of fees may result in termination of the Agreement.

- c. In addition to HARRIS FINANCIAL'S Account Fees, the CLIENT may also incur fees relative to:
  - i. all mutual fund and exchange-traded fund purchases, charges imposed directly at the fund level (e.g., management fees and other fund expenses); and
  - ii. independent investment managers, the fees charged by each separate manager who is engaged to manage the Assets; and
  - iii. additional services specifically requested by the CLIENT as described in the Additional Fees Schedule, Exhibit A, fees for which are charged at the time of service; and
- d. No portion of HARRIS FINANCIAL'S compensation shall be based on capital gains or capital appreciation of the Assets, except as provided for under the Investment Advisers Act of 1940 as amended (the "Advisers Act").
- e. (e) Fees shall be paid in United States dollars.

### 4. Custodian

- a. CLIENT has opened or will open an Account with the Custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. All funds/securities will be delivered between CLIENT and the Custodian only. CLIENT hereby authorizes HARRIS FINANCIAL to receive from the Custodian a copy of any agreement between CLIENT and the Custodian in effect at any time with respect to the Account.

- b. The Custodian shall hold the ASSETS, not HARRIS FINANCIAL. HARRIS FINANCIAL shall be authorized to give instructions to the Custodian with respect to investment decisions regarding the Assets upon consent and direction of CLIENT, and the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as HARRIS FINANCIAL shall direct in connection with the performance of HARRIS FINANCIAL's obligations in respect of the Assets. CLIENT retains authority to authorize and/ or effect all investment decisions regarding the Assets.

## 5. Account Transactions

- a. CLIENT recognizes and agrees that in order for HARRIS FINANCIAL to discharge its responsibilities, it generally will effect securities transactions through the Custodian, upon consent of CLIENT, described in paragraph 1 herein;
- b. Commissions and/or transaction fees, generally charged by the Custodian for effecting securities transactions; and
- c. The brokerage commissions and/or transaction fees charged to CLIENT for securities brokerage transactions are exclusive of, and in addition to, *HARRIS FINANCIAL Compensation* as defined in paragraph 3 hereof.

## 6. Account Valuation

- a. In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last sale reporting shall be valued at the amount reported on the statement that CLIENT receives from the Custodian. Such securities which are not traded nor subject to last sale reporting shall be valued at the latest available bid price reflected by quotations furnished to HARRIS FINANCIAL by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by HARRIS FINANCIAL and CLIENT to reflect fair market value.

## 7. Risk Acknowledgment

- a. HARRIS FINANCIAL does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that HARRIS FINANCIAL may take or recommend for the Account, or the success of HARRIS FINANCIAL's overall management of the Account. CLIENT understands that investment recommendations for the Account by HARRIS FINANCIAL are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. HARRIS FINANCIAL shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

## 8. Directions to HARRIS FINANCIAL

- a. Directions, instructions, and/or notices from the CLIENT to HARRIS FINANCIAL may be expressed in writing or verbally. HARRIS FINANCIAL shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein. "In writing" shall include handwritten, typed, fax, email/digital/electronic communications through verified and acceptable platforms, which shall exclude text messaging, instant messaging, and communications over social media platforms. "Verbally" shall include verbal communication in live conversation with a HARRIS FINANCIAL representative in person, over the telephone, or via verified and accepted digital meeting platforms such as Zoom. Voice mail/ voice message directions, instructions, and/or notices shall be verified before they are executed.

## 9. HARRIS FINANCIAL Liability

- a. HARRIS FINANCIAL, subject to the limitations set forth below, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third-party service providers recommended to the CLIENT by HARRIS FINANCIAL, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of the CLIENT's total assets, HARRIS FINANCIAL shall only be responsible for those assets that the CLIENT has designated to be the subject of HARRIS FINANCIAL's investment

advisory services under this Agreement without consideration to those additional assets not so designated by the CLIENT.

If, during the term of this Agreement, HARRIS FINANCIAL purchases specific individual securities for the Account at the direction of the CLIENT (i.e. the request to purchase was initiated solely by the CLIENT), the CLIENT acknowledges that HARRIS FINANCIAL shall do so as an accommodation only, and that the CLIENT shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the CLIENT further acknowledges and agrees that HARRIS FINANCIAL shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly Account reports prepared by HARRIS FINANCIAL. However, HARRIS FINANCIAL may continue to include any such assets for purposes of determining HARRIS FINANCIAL Compensation. In addition, with respect to any and all accounts maintained by the CLIENT with other investment professionals or at custodians for which HARRIS FINANCIAL does not maintain trading authority, the CLIENT, and not HARRIS FINANCIAL, shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the CLIENT desires that HARRIS FINANCIAL provide investment management services with respect to any such assets or accounts, the CLIENT may engage HARRIS FINANCIAL to do so for a separate and additional fee.

The CLIENT acknowledges that investments have varying degrees of financial risk, and that HARRIS FINANCIAL shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the CLIENT's investment objectives.

The CLIENT further acknowledges and agrees that HARRIS FINANCIAL shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the CLIENT'S predecessor advisors/custodians to the Accounts to be advised by HARRIS FINANCIAL and/or from HARRIS FINANCIAL's advisement to CLIENT's selected successor advisors/ custodians), including, but not limited to, adverse consequences resulting from:

- i. securities purchased or sold, or advice provided, prior to the execution of this Agreement, including, but not limited to, the services provided by the CLIENT's predecessor advisor(s);
  - ii. securities purchased or sold, or advice provided, following the termination of this Agreement, including, but not limited to, the services provided by the CLIENT's successor advisor(s);
  - iii. failure to be protected or benefit from any market-related events, including market corrections or advances; or,
  - iv. any account transfer, closing or administrative charges or fees imposed by the previous or subsequent broker- dealer/custodian.
- b. The federal securities laws impose: liabilities under certain circumstances on persons who act in good faith, and therefore no portion of the above shall constitute a waiver or limitation of any rights which the CLIENT may have under any federal or state securities laws, ERISA, or under the rules promulgated by the Employee Benefits Security Administration and/or the Department of Labor.

## 10. Proxies

- a. HARRIS FINANCIAL does not vote proxies. The CLIENT shall be responsible for:
  - i. directing the manner in which proxies solicited by issuers of securities beneficially owned by CLIENT shall be voted; and
  - ii. making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.

## 11. Reports

- a. Account custodian shall provide CLIENT with periodic reports for the Account. In the event that HARRIS FINANCIAL provides supplemental Account reviews that include assets for which HARRIS FINANCIAL does not have investment advisory authority, the CLIENT acknowledges the review is provided as an accommodation only, and does not include investment management, or monitoring services, nor investment recommendations or advice.

## 12. Termination

- a. CLIENT may terminate the Agreement without penalty or fee within five (5) business days of signing the Agreement. Thereafter, this Agreement will continue in effect until terminated by either party by giving to the other party 30 days' written notice. Termination of this Agreement will not affect:
  - i. the validity of any action previously taken by HARRIS FINANCIAL under this Agreement;
  - ii. liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or
  - iii. CLIENT's obligation to pay advisory fees (prorated through the date of termination).
- b. Upon the termination of this Agreement, HARRIS FINANCIAL will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account and will refund any unearned advisory fees.

## 13. Assignment

- a. This Agreement may not be assigned (within the meaning of the Advisers Act) by either CLIENT or HARRIS FINANCIAL without the prior written consent of the other party, pursuant to Texas Rule 116.12(c).. CLIENT acknowledges and agrees that transactions that do not result in a change of actual control or management of HARRIS FINANCIAL shall not be considered an assignment pursuant to Rule 202(a)(1) under the Advisers Act. Should there be a pending assignment of this Agreement (within the meaning of Advisers Act), the CLIENT will be provided with written notice of such event. If the CLIENT does not object to such assignment, in writing, it will be assumed that the CLIENT has consented to the assignment, and services will continue to be provided to the CLIENT under the terms and conditions of this Agreement. Examples of an assignment include, but are not limited to, the sale of the assets of HARRIS FINANCIAL to an unaffiliated investment adviser, a merger of HARRIS FINANCIAL into an unaffiliated investment adviser, or a material change in the ownership of HARRIS FINANCIAL.

## 14. Non-Exclusive Management

- a. HARRIS FINANCIAL, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other CLIENTs, as HARRIS FINANCIAL does for the Assets. CLIENT expressly acknowledges and understands that HARRIS FINANCIAL shall be free to render investment advice to others and that HARRIS FINANCIAL does not make its investment advisory services available exclusively to CLIENT. Nothing in this Agreement shall impose upon HARRIS FINANCIAL any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which HARRIS FINANCIAL, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other CLIENT, if in the reasonable opinion of HARRIS FINANCIAL such investment would be unsuitable for the Account or if HARRIS FINANCIAL determines in the best interest of the Account it would be impractical or undesirable.

## 15. Death/Disability/Incompetency

- a. The death, disability or incompetency of CLIENT will not terminate or change the terms of this Agreement. However, CLIENT's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to HARRIS FINANCIAL and providing appropriate legal documentation of CLIENT'S death, disability, or incompetency, and legal appointment of CLIENT'S executor, guardian, attorney-in-fact, or other authorized representative. CLIENT recognizes that the Custodian may not permit any further Account transactions until such time as any documentation required is provided to the Custodian.

## 16. Mediation & Arbitration

- a. Subject to the conditions and exceptions noted below, and to the extent consistent with applicable law, in the event of any dispute pertaining to HARRIS FINANCIAL's services under this Agreement, both HARRIS FINANCIAL and CLIENT agree to submit the dispute to mediation. In the event that a satisfactory resolution cannot be met through mediation, both HARRIS FINANCIAL CONSULTING, PLLC and CLIENT agree to submit the dispute to arbitration. Unless the parties can agree on a single arbitrator, the matter shall be heard by

a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators so appointed. The arbitrator(s) must issue any decision or award in writing with reasons for the decision or award. All arbitration proceedings will be in English.

- b. HARRIS FINANCIAL and CLIENT understand that such mediation and/ or arbitration shall be final and binding, and that by agreeing to mediation and as required, arbitration, both HARRIS FINANCIAL and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial. CLIENT acknowledges a reasonable opportunity to review and consider this mediation and arbitration provision has been given prior to the execution of this Agreement. CLIENT acknowledges and agrees that in the specific event of nonpayment of any portion of HARRIS FINANCIAL's fee pursuant to this Agreement, HARRIS FINANCIAL, in addition to the aforementioned mediation and arbitration remedies, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.

## 17. Receipt

- a. Client acknowledges receipt of Part 2 of Form ADV or a disclosure statement containing the equivalent information. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.
- b. CLIENT acknowledges receipt of HARRIS FINANCIAL's Privacy Policy Statement enclosed herewith as Exhibit "B," together with one or more of the following disclosure documents:
  - i. Part 2A of Form ADV (a disclosure brochure discussing the scope of HARRIS FINANCIAL's services, fees, and any corresponding conflicts of interest); or
  - ii. a disclosure statement containing the equivalent information.

## 18. Severability

- a. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

## 19. CLIENT Conflicts

- a. If this Agreement is between HARRIS FINANCIAL and related CLIENTs (i.e., spouse, life partners, etc.) investing in a joint account, HARRIS FINANCIAL's services shall be based upon the joint goals communicated to HARRIS FINANCIAL. HARRIS FINANCIAL shall be permitted to rely upon instructions from either party with respect only to the Assets that are jointly owned, unless and until such reliance is revoked in writing to HARRIS FINANCIAL. HARRIS FINANCIAL 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. Related CLIENTS who wish to provide instructions, effect transactions, deposits, or withdrawals within, from, or on behalf of each other's individually owned Accounts shall obtain consent and provide written power of attorney notice to HARRIS FINANCIAL prior to engagement in any such activities.

## 20. Entire Agreement

- a. This Agreement represents the entire agreement between the parties. This agreement supersedes and replaces, in its entirety, all previous agreements regarding the Accounts between the CLIENT and HARRIS FINANCIAL.

## 21. Amendments

- a. HARRIS FINANCIAL may amend this Agreement upon written notification to the CLIENT unless the CLIENT notifies HARRIS FINANCIAL to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.



## 22. Applicable Law/Venue

- a. To the extent consistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In addition, to the extent consistent with applicable law, the venue (i.e., location) for the resolution of any dispute or controversy between the Firm and CLIENT shall be in the Texas county where CLIENT resides.

## 23. Electronic Delivery

- a. The CLIENT authorizes HARRIS FINANCIAL to deliver, and the CLIENT agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via HARRIS FINANCIAL's internet website, as well as all other correspondence from HARRIS FINANCIAL. HARRIS FINANCIAL shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the CLIENT's last provided email address (or upon advising the CLIENT via email that such document is available on HARRIS FINANCIAL's website).

**Please Note: It is the CLIENT's obligation to notify HARRIS FINANCIAL, in writing, of any changes to the CLIENT's email address. Until so notified, HARRIS FINANCIAL shall rely on the last provided email address. The CLIENT acknowledges that the CLIENT has the ongoing ability to receive and open standard electronic mail and corresponding electronic documents. If, at any time, the CLIENT's electronic delivery situation changes, or the CLIENT is unable to open a specific document, the CLIENT agrees to immediately notify HARRIS FINANCIAL so that the specific issue can be addressed and resolved.**

**Please Also Note: By execution below, the CLIENT releases and holds HARRIS FINANCIAL harmless from any and all claims and/or damages of whatever kind resulting from HARRIS FINANCIAL's electronic transmission of information, provided that HARRIS FINANCIAL has correctly addressed the electronic transmission (as far as possible, based on information provided to HARRIS FINANCIAL by the CLIENT) to the CLIENT and/or other intended recipient(s).**

## 24. Wire Transfers

- a. The CLIENT acknowledges that any request made to HARRIS FINANCIAL to assist in the transfer of funds from the Account will not be acted upon by HARRIS FINANCIAL until HARRIS FINANCIAL has first confirmed the authenticity of the request with the CLIENT. Wire Transfer requests and authorizations must be made in writing by the CLIENT to HARRIS FINANCIAL.

## 25. Representations/Authority

- a. CLIENT acknowledges possession of all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. CLIENT correspondingly agrees to immediately notify HARRIS FINANCIAL, in writing, in the event that any of these representations should change. The CLIENT specifically represents as follows:
  - i. If CLIENT is an **individual**, he/she:
    1. is of legal age and capacity,
    2. has full authority and power to retain HARRIS FINANCIAL,
    3. the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and,
    4. the CLIENT owns the Assets, without restriction.
  - ii. If CLIENT is an **entity, for-profit or nonprofit**, it:
    1. is validly organized under the laws of applicable jurisdictions,
    2. has full authority and power to retain HARRIS FINANCIAL,
    3. the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and,
    4. the CLIENT owns the Assets without restriction.

IN WITNESS THEREOF, CLIENT and HARRIS FINANCIAL have executed this Agreement on the date below written.

**Accepted by CLIENT:**

_____ Client Signature	_____ 2 <sup>nd</sup> Client/ Legal Signatory Signature
_____ Client Printed Name	_____ 2 <sup>nd</sup> Client/ Legal Signatory Printed Name
_____ Client Birthdate	_____ 2 <sup>nd</sup> Client/ Legal Signatory Birthdate
_____ Client SSN/ TIN	_____ 2 <sup>nd</sup> Client/ Legal Signatory SSN/ TIN
_____ Client Primary Phone	_____ 2 <sup>nd</sup> Client/ Legal Signatory Primary Phone
_____ Client Primary Email	_____ 2 <sup>nd</sup> Client/ Legal Signatory Primary Email
_____ Client Street Address	_____ 2 <sup>nd</sup> Client/ Legal Signatory Street Address
_____ Client City, State, Zip	_____ 2 <sup>nd</sup> Client/ Legal Signatory City, State, Zip
_____ Date	_____ Date
	_____ Legal Relationship to Client

**Accepted by HARRIS FINANCIAL:**



_____ HARRIS FINANCIAL Authorized Signature	_____ Effective Date
--	-------------------------

\_\_\_\_\_  
RACHEL HARRIS  
HARRIS FINANCIAL Printed Name

- Enclosures:  
Exhibit A: Fee Schedule  
Exhibit B: Privacy Policy Statement

**EXHIBIT “A” – Fee Schedules**

The following fees are charged by Harris Financial Consulting, PLLC for services provided:

**Retail Advisory Account (RAA) Fee Schedule:**

Harris Financial Consulting, PLLC’s Retail Advisory Account (RAA) Fee for investment advisory services is an annual fee based upon a percentage (%) of the total market value and type of assets placed under advisement, generally between 0.75% and 1.5%, which shall be based upon various objective and subjective factors, including, but not limited to the amount of the assets placed under Harris Financial Consulting, PLLC’s direct advisement, the complexity of the engagement, and the level and scope of the overall investment advisory services to be rendered. This is a single-rate, qualified tier fee structure which applies a single rate based on the total account value. Household account group assets may be aggregated and billed pro rata, which may result in a lower total fee paid by the CLIENT. Separately managed accounts may be eligible for reduced RAA Fees in accordance with any agreed-upon third-party asset management agreement, or regulation.

<b>Market Value of Portfolio Assets</b>	<b>Annual Fee</b>	<b>Frequency</b>
\$50,001 - \$1,000,000	1.50%	Monthly
\$1,000,001- \$5,000,000	1.25%	Monthly
\$5,000,001 - \$10,000,000	1.00%	Monthly
\$10,000,001 - Above	0.75%	Monthly

The Retail Advisory Account (RAA) Fee will be prorated and payable monthly, in advance, based on the market value of the Assets on the last business day of the previous month. Account will be billed at the applicable rate based on the combined total of all assets in the account.

**Institutional Advisory Account (IAA) Fee Schedule:**

Harris Financial Consulting, PLLC’s Institutional Advisory Account (IAA) Fee for investment advisory services is an annual fee based upon a percentage (%) of the total market value and type of assets placed under advisement, generally between 1.0% and 1.5%, which shall be based upon various objective and subjective factors, including, but not limited to the amount of the assets placed under Harris Financial Consulting, PLLC’s direct advisement, the complexity of the engagement, and the level and scope of the overall investment advisory services to be rendered. This is a traditional tiered-rate fee structure which allows multiple rates to be applied across the total account value. Separately Managed Accounts may be eligible for reduced IAA Fees in accordance with any agreed-upon third-party asset management agreement, or regulation.

<b>Market Value of Portfolio Assets</b>	<b>Annual Fee</b>	<b>Frequency</b>
\$0 - \$1,000,000	1.5%	Quarterly
\$1,000,001- Above	1.0%	Quarterly

The Institutional Advisory Account (IAA) Fee will be prorated and payable quarterly, in advance, based on the market value of the Assets on the last business day of the previous month. The first \$1,000,000 in assets will be billed at 1.5% annually; all assets above \$1,000,000 will be billed at 1% annually.

## Additional Fee Schedule:

The fees in the Additional Fee Schedule are separate from any applicable Retail Advisory Account (RAA) Fees and are generally non-negotiable; not all fees will apply to all accounts. Most accounts will incur more than one type of fee; some fees may be waived or discounted at the sole discretion of the firm. Third-party fees from broker-dealers, custodians, money managers, or other service providers, are not included in this table.

Service	Fee	Frequency
Hourly Fee	\$150	Per hour
<b>Document Drafting Services</b>		
<b>Individual/ Household</b>		
- Basic Financial Plan	\$500/ \$1000	Per each
- Comprehensive Financial Plan	\$1000/ \$2000	Per each
- Investment Policy Statement	\$1000/ \$2000	Per each
- Financial Assessment	\$500/ \$1000	Per each
<b>Institutional/ Business Entity <sup>1</sup></b>		
- Financial Plan	\$2500+	Per each
- Investment Policy Statement	\$2500+	Per each
- Financial Assessment	\$2500+	Per each
<b>Administrative Services &amp; Fees</b>		
Late payment fee – up to 30 days delinquent	+5% of balance due	Per each
Late payment fee – 31 to 60 days delinquent	+10% of balance due	Per each
NSF Fee	\$25	Per each
Returned check Fee	\$25	Per each
<b>Account Fees (not subject to RAA Fees)</b>		
<b>Individual/ Household</b>		
- Self-Directed Investment Account Fee (Client-directed retail investment accounts valued at/ under \$50,000)	\$600 annual fee per account	Monthly payment option (\$50/mo.)
- Non-Advisory Financial Planning Account Fee	\$600 annual fee per account	Monthly payment option (\$50/mo.)

<sup>1</sup> Amounts listed are base fees. Services for Institutional/ Business Entity clients (for profit and nonprofit) may vary due to complexity, overall level and scope of the engagement, and do not include Account Fees; see Retail Advisory Account (RAA) and Institutional Advisory Account (IAA) Fee Schedule for rates. All accounts may incur hourly fees as well as third party or other fees not listed here.

**Consent to Payment of Fees**

By providing my initials here, I hereby authorize the Custodian of the Assets to charge the Accounts for the amount of HARRIS FINANCIAL's Account Fee(s) and to remit such fee(s) to HARRIS FINANCIAL in compliance with regulatory procedures. I understand that I must remit payment at the time of service for all additional fees incurred, as described in the additional fees schedule.

**CLIENT initials:** \_\_\_\_\_ **2<sup>nd</sup> Client/Legal Signatory:** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT “B” – Privacy Policy Statement

Investment advisers are required by law to inform their clients of their policies regarding the privacy of client information. We are bound by professional standards of confidentiality that are even more stringent than those required by law. Federal law gives the client the right to limit some, but not all, sharing of personal information. It also requires us to tell you how we collect, share, and protect your personal information. This information is also available on our website, [www.harrisfin.com](http://www.harrisfin.com).

### TYPES OF NONPUBLIC PERSONAL INFORMATION (NPI) WE COLLECT

We collect nonpublic personal information about you that is either provided to us by you or obtained by us with your authorization. This can include but is not limited to your Social Security Number, Date of Birth, Banking Information, Financial Account Numbers and/or Balances, Sources of Income, and Credit Card Numbers or Information. When you are no longer our client, we may continue to use your information only as described in this notice.

### PARTIES TO WHOM WE DISCLOSE INFORMATION

All Investment Advisers may need to share personal information to run their everyday business. In the section below, we list the reasons that we may share your personal information:

- For everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus;
- For our marketing – to offer our products and services to you.

If you are a new client, we may begin using your information on the day you sign our agreement. When you are no longer our client, we may continue to use your information as described in this notice. However, you can contact us at any time regarding our privacy policies. We will not sell or rent your information at any time, nor will we share your information except as described in this notice.

### PROTECTING THE CONFIDENTIALITY OF CURRENT AND FORMER CLIENT’S INFORMATION

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law, including computer safeguards and secured files and building.

### FEDERAL LAW GIVES YOU THE RIGHT TO LIMIT SHARING – OPTING OUT

Federal law allows you the right to limit the sharing of your NPI by “opting-out” of the following: sharing for non-affiliates’ everyday business purposes – information about your creditworthiness; or sharing with affiliates or non-affiliates who use your information to market to you. State laws and individual companies may give you additional rights to limit sharing. We will not sell or rent your information at any time, nor will we share your information except as described in this notice.

### DEFINITIONS:

Affiliates – companies related by common ownership or control. They can be financial and non-financial companies.

Non-affiliates – companies not related by common ownership or control. They can be financial and non-financial companies.