

Advice & Planning Services LLC

INVESTMENT ADVISORY CONTRACT

10 North 4th St, Suite 100
Youngwood, PA 15697

Version Date: 10.28.2019

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Advice & Planning Services LLC ("APS") on the following terms and conditions.

I. Appointment of APS

Client hereby appoints APS as investment adviser for the Account. APS shall supervise and direct the investments of and for the Account, subject to the objectives set forth in Client's written Investment Policy Statement attached as Exhibit I. Client agrees to promptly notify APS in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide APS with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. Services by APS.

By execution of this Agreement, APS hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to:

- (a) supervise and direct the investments of the Account in accordance with the investment objectives of Client as listed on the attached Exhibit I and as communicated hereafter to APS from time to time; and
- (b) appraise and review, at least quarterly during the period of this Agreement investments of the Account, as initially accepted by APS, together with all additions, substitutions and alterations thereto.

It is understood and agreed that APS, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

III. Procedure.

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client to a custodian or other authorized third party (the "Custodian"). The Custodian at the time this Agreement is executed is identified in Exhibit III hereto. All funds/securities will be delivered between Client and the Custodian only. Instructions of APS to Client or the Custodian with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Custodian changes, then Client will provide APS with prompt, written notice of the change. Client hereby authorizes APS 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.

IV. Service to Other Clients.

It is understood that APS performs investment advisory services for various clients and that the services provided by APS are offered/rendered on a non-exclusive basis. Client agrees that APS may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is APS's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon APS any obligation to acquire for the Account a position in any security which APS, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of APS it is not for any reason practical or desirable to acquire a position in such security for the Account.

V. Client Accounts.

Client has opened or will open an account with a custodian for the execution of securities transactions and custodial services. If Client

elects to use a custodian other than the custodian suggested by APS, then APS may not be able to negotiate the best commission rates. The custodian is identified in Exhibit III hereto.

VI. *Inside Information.*

APS shall have no obligation to seek to obtain any material nonpublic (“inside”) information about any issuer of securities, and shall not purchase or sell, or recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. *Liability.*

APS shall not be liable to Client for any independent acts or omissions by third parties. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. *Proxies.*

APS will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. *Fees.*

The compensation of APS for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days’ prior written notice of any proposed increase in fees. Any increase in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

X. *Valuation.*

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 APS 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 APS and Client to reflect its fair market value.

XI. *Representations by Client.*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to APS such evidence of such authority as APS may reasonably require, whether by way of a certified corporate resolution or otherwise; APS is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that APS has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain APS. Client acknowledges that Client is a “named fiduciary” with respect to the control or management of the assets in the Account.

Client will furnish promptly to APS the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects APS's rights or obligations, then the amendment will be binding on APS only when agreed to by APS in writing. If the Account contains only a part of the assets of the plan, then Client understands that APS will have no responsibility for the diversification of all of the plan's investments and that APS will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by APS, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers APS and affiliated persons of APS.

XII. Representations by APS.

By execution of this Agreement, APS represents and confirms that it is registered as an investment adviser or exempt from registration pursuant to applicable laws and regulations.

XIII. Amendment; Termination.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client may terminate the Agreement within five (5) business days of signing the Agreement, without penalty or fee. Thereafter, this Agreement shall continue in effect until terminated by either party by giving to the other party thirty (30) days' written notice.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to APS at

the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Investment Policy Statement

Exhibit II - Schedule of Fees

Exhibit III - Identification of Custodian

XVII. Authority.

(Discretionary Investment Management)

___/___ Except as otherwise set forth in this Agreement, Client authorizes APS to investigate, purchase, and sell on behalf of Client, various securities and investments. APS is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

(Non-Discretionary Investment Management)

___/___ APS is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

XVIII. Receipt.

___/___ Client acknowledges receipt of Form ADV Parts 2A and 2B and APS's Privacy Policy.

XIX. *Consent to Electronic Delivery*

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from APS. These items may include but are not limited to: all statements or reports produced by APS; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that APS chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify APS of any changes to Client's e-mail address shown below or other electronic delivery address.

XX. *Assignment.*

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns.

XXI. *Confidential Relationship.*

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in APS's Privacy Policy Statement.

XXII. *Death or Disability.*

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving APS written notice in accordance with the termination provisions of this Agreement.

XXIII. *Title to Assets.*

Except to the extent Client has notified, or in the future notifies, APS in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIV. *Market Conditions.*

Client acknowledges that APS's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS,**

CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.

APS does not guarantee or warrant that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

Client Name:	Representative of Advice & Planning Services LLC
Client Signature Date	Adviser Signature Date
Client#2 Signature Date	

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			