

Pantheon Investment Group, LLC

COMPREHENSIVE PORTFOLIO MANAGEMENT AGREEMENT

This Agreement is made effective as of _____ between the undersigned party (hereinafter referred to as the “Client”) and Pantheon Investment Group, LLC (“PIG”), a Registered Investment Adviser (collectively referred to as the “Parties”).

1. SCOPE OF ENGAGEMENT.

Discretionary Management

_____(*Client Initial Here*) _____(*Client Initial Here*) Client hereby appoints PIG as the Investment Adviser to perform the services hereinafter described. PIG accepts such appointment. PIG shall be responsible for *discretionary* investment and reinvestment of those Assets designated by the Client on Schedule A to be subject to PIG’s management (the “Assets” or “Account”). PIG *is authorized*, without prior consultation with the Client, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same. Unless otherwise agreed to by both Parties, any subsequently opened Accounts shall be governed by this Agreement. The authority granted to PIG herein shall continue in force until revoked by the Client in writing. Such revocation shall be effective upon receipt by PIG.

(a) As part of the Comprehensive Portfolio Management Service, Client will be provided asset management and financial planning or consulting services for a single fee. This service is designed to assist Client in meeting their financial goals through the use of a financial plan or consultation. Client meetings will be conducted to understand Client’s current financial situation, existing resources, financial goals, and tolerance for risk. Based on what is learned, an investment approach is presented, including, but not limited to, individual stocks, bonds, exchange traded funds (“ETFs”), options, mutual funds and/or other public and private securities or investments. Once the appropriate portfolio has been determined, portfolios are continuously and regularly monitored, and if necessary, rebalanced based upon client’s individual needs, stated goals and objectives. Upon client request, PIG will provide a summary of observations and recommendations for the planning or consulting aspects of this service.

PIG may use the sub-advisory services of a third-party investment advisory firm (“Sub-Adviser”) to aid in the implementation of an investment portfolio. This service shall only be offered on a legacy basis.

(b) PIG’s management personnel or financial advisors review accounts on at least an annual basis. The nature of these reviews is to learn whether the Client’s accounts are in line with their investment objectives, appropriately positioned based on market conditions, and investment policies, if applicable. Accounts managed by a third party manager are reviewed on at least an annual basis. PIG does not provide written reports. Verbal reports take place on at least an annual basis when Clients are contacted. PIG may review Client Accounts more frequently than described above, based on major market or economic events, the Client’s life events, requests by the Client, etc.

(c) PIG believes that the annual fee assessed in Section 2 is reasonable in relation to (1) the advisory services provided under this Agreement; and (2) the fees charged by other investment advisers offering similar services/programs.

(d) Client agrees to provide information and/or documentation requested by PIG in furtherance of services provided under this Agreement as it pertains to the Client’s income, investments, taxes, insurance, estate plan, etc. Client also agrees to discuss specific investment objectives, needs and goals with PIG, and to keep PIG informed of any changes regarding the aforementioned items. Client acknowledges that PIG cannot adequately perform services unless Client diligently performs their responsibilities under this Agreement. PIG shall not be required to verify any information obtained from the Client, Client’s attorney, accountant or other professionals, and is expressly authorized to rely thereon.

2. ADVISER COMPENSATION.

The maximum annual fee charged for this service will not exceed 1.25%. Fees are negotiated on an individual basis and in most circumstances are carried forward regardless of asset level fluctuations. Fees assessed will be outlined in the advisory agreement to be signed by the client. Annualized fees are billed on a pro-rata basis quarterly in advance based on the value of the account(s) on the last day of the previous quarter. Fees are negotiable and will be deducted from client account(s). In rare cases, our firm will agree to directly invoice. As part of this process, Clients understand the following:

- (a) Client provides authorization permitting PIG, and the sub-advisor to be directly paid by these terms; and
- (b) Client's independent custodian sends statements, at least quarterly, showing the market values for each security included in the Assets and all account disbursements, including the amount of the advisory fees paid to PIG; and
- (c) PIG will send an invoice directly to the custodian. If PIG sends an invoice to the Client, a legend urging the comparison of information provided in the statement with those from the qualified custodian will be included.

PIG shall never have custody except for authorized fee withdrawal of any Client funds or securities, as the services of a qualified and independent custodian will be used. PIG generally invests Client's cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, PIG will try to achieve the highest return on Client cash balances through relatively low-risk and conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account so that PIG may debit advisory fees for services rendered.

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory Client (15 U.S.C. §80b-5(a)(1)).

3. DIRECTIONS TO PIG.

Except for decisions regarding the purchase and/or sale of specific investments, all directions from the Client to PIG (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and shall be effective upon receipt by PIG. PIG shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

PIG does not usually allow Clients to impose restrictions on investing in certain securities or types of securities due to the level of difficulty this would entail in managing their account. Exceptions will be made on a case-by-case basis.

4. DISCLOSURE STATEMENT.

Client acknowledges receipt of Form ADV Part 2 and PIG's Privacy Policy at or before the time of signing this Agreement in accordance with Rule 204-3 under the Investment Adviser's Act of 1940. In addition, Client acknowledges receipt of PIG's Form CRS at or before the time of signing this Agreement in accordance with Rule 204-5 under the Investment Adviser's Act of 1940 if Client is a natural person, or the legal representative of such natural person, who seeks to receive or receives services primarily for personal, family, or household purposes. Client acknowledges and consents to PIG sending notices, including Form ADV Part 2 and PIG's Privacy Policy, in electronic format to the email address(es) provided by Client.

5. CLIENT CONFLICTS.

_____(Client Initial Here) _____(Client Initial Here) If this Agreement is between PIG and related Clients (i.e. husband and wife, etc.), services provided by PIG shall be based upon the joint communicated goals. PIG shall be permitted to rely upon instructions from either party with respect to disposition of the Assets or the Account, unless and until such reliance is revoked in writing to PIG. PIG 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.

6. ALTERNATE CONTACT AUTHORIZATION.

_____(Client Initial Here) Client declines to authorize an alternate contact at this time.

_____(Client Initial Here) Client authorizes PIG to contact and disclose any information and/or documents related to the Assets under management in the event that PIG believes the Client’s mental competency to be compromised. PIG may disclose to the person(s) listed below any concern relating to the Client’s health, well-being or financial condition, and may duplicate and share information related to the Assets in the Client’s name including, but not limited to, official correspondence from PIG, withdrawal patterns, tax ramifications, balances and positions, and lapse or termination of policies for non-payment of premiums. PIG recommends the designation of someone other than a spouse. This authorization specifically excludes the trusted contact person from making any decisions on Client’s behalf for Client’s account(s) managed by PIG. This designation shall remain in effect until PIG receives written notification from me to terminate this authorization.

Authorized Contact Person 1: _____ Phone: _____

Relationship to the Client: _____ Email: _____

Authorized Contact Person 2: _____ Phone: _____

Relationship to the Client: _____ Email: _____

7. BROKER-DEALER/CUSTODIAN & EXECUTION OF TRANSACTIONS.

The Assets are not held by PIG. The Assets shall be held by a qualified custodian (“Custodian”). PIG is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets. Client authorizes and directs the Custodian to effect transactions, deliver securities, make payments and otherwise take such actions as PIG shall direct in connection with PIG’s management of the Assets outlined in Section 1.

Client acknowledges and agrees that in order to discharge the responsibilities outlined in Section 1 of this Agreement, all securities transactions must be effected through a Custodian. PIG must arrange to execute securities transactions for the Assets through a Custodian that will reasonably provide “best execution”. In seeking best execution, the determining factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution for the Client. PIG takes into consideration the full range of an independent custodian’s services, including the value of research provided, execution capability, transaction costs, commission rates, other applicable fees and responsiveness. PIG will seek to provide the Client with access to competitive commission rates, but may not necessarily obtain the lowest possible commission rates for applicable transactions. It is important to note that PIG does not have discretion to negotiate commission rates with a Custodian.

Client may also pay holdings charges imposed by the Custodian for certain investments, charged imposed directly by a mutual fund, index fund, or exchange traded fund, which shall be disclosed in the fund’s prospectus (i.e., fund management fees, initial or deferred sales charges, mutual fund sales loads, 12b-1 fees, surrender charges, variable annuity fees, IRA and qualified retirement plan fees, and other fund expenses),

mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from Client's Custodian. The applicable fees will be disclosed to the Client by the Custodian. These fees charged to the Client by a Custodian for securities transactions *ARE NOT included* within PIG's compensation outlined in Section 2 of this Agreement. PIG does not receive any portion of the fees charged by the Custodian.

PIG generally processes transactions for each Client account independently, unless PIG decides to purchase or sell the same securities for several Clients at approximately the same time. PIG may (but is not obligated to) combine or "batch" orders for a variety of factors, including but not limited to, obtaining best execution for all parties. Under this procedure, the transaction price will be averaged and securities will be allocated among PIG's Clients in proportion to the purchase and sale orders placed for each Client account on any given day.

8. NON-EXCLUSIVE MANAGEMENT.

PIG, 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 PIG does for the Client's Assets. Client expressly acknowledges and understands that PIG shall be free to render investment advice to others and that PIG does not make investment management services available exclusively to the Client. Nothing in this Agreement shall put PIG under any obligation to purchase or sell, or to recommend for purchase or sale for any Client account, any securities which PIG, PIG employees, affiliates, representatives, or agents, may purchase or sell for themselves or for the account of any other client, unless in PIG's determination, such investment would be in the best interest of the Client.

9. RISK ACKNOWLEDGMENT.

PIG does not guarantee the future performance of the Assets or any specific level of performance, the success of any investment decision or strategy used, or the success of PIG's overall management of the Assets. Client understands that investment decisions made for the Assets by PIG are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

10. PROXIES.

Client acknowledges that PIG does not vote proxies. Clients are welcomed to contact PIG with any questions, or to request guidance on proxy voting.

11. ASSIGNMENT.

This Agreement may not be assigned (within the meaning of the Advisers Act) by either Party without the prior of the other Party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of PIG shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

12. TERMINATION.

Either Party may terminate this Agreement in writing at any time. Upon receipt of notice of termination, PIG will process a pro-rata refund of the unearned portion of the advisory fees charged in advance at the beginning of the quarter.

13. DEATH OR DISABILITY.

The death or incapacity of the Client shall not terminate the authority of PIG granted herein until PIG receives notice of such death or incapacity. Upon such notice the Client's executor, guardian, attorney-in-fact or other authorized representative must engage PIG in order to continue to provide services to the Assets.

14. ARBITRATION.

This Agreement supersedes any and all preexisting agreements and/or understandings. This Agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by PIG to the Client be resolved through arbitration. To the extent permitted by law, all controversies which may arise between the Parties or any of their affiliated companies concerning any transaction arising out of or relating to this Agreement, or the construction, performance, or breach of this or any other agreement between the Parties, whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association. Arbitration must be commenced by service upon the other Party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. The Parties hereby submit to the in personam jurisdiction of the courts of the Los Angeles County, California and the local courts located therein (“Chosen Jurisdiction”) (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. Service of process in such action shall be sufficient if served on the Parties by certified mail, return receipt requested, at the last address known to the other Party. In this connection the Parties expressly waive any defense(s) to personal jurisdiction of the Parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that the Chosen Jurisdiction is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that the Client waives their rights under state or federal securities laws. The Parties acknowledge, understand and agree that: (i) Arbitration is final and binding on the Parties; (ii) The Parties are waiving their right to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings; (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any Party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited; and (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

15. SEVERABILITY.

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.

16. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS.

This section applies to the undersigned's account if it is part of a pension or other employee benefit plan (a “Plan”) governed by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). If the account is part of a Plan and PIG accept appointment to provide advisory services to such account, then the following applies:

- (a) PIG acknowledges that PIG are a “fiduciary” within the meaning of Section 3(21)(A) of ERISA (but only with respect to the provision of services described in Section 1 of this Agreement). As such PIG must act with the care, skill, prudence and diligence under the circumstance then prevailing that a prudent person acting in like capacity and familiar with such manners would use the conduct of an enterprise of a like character with like aims (ERISA 404(a)(1)(B)).

- (b) PIG represents that PIG are registered as an investment adviser under the Investment Advisers Act of 1940 and duly qualified to manage Plan assets under applicable regulations.
- (c) PIG does not reasonably expect to receive any compensation, direct or indirect, for services rendered other than the compensation described in this Agreement. If PIG receives any other compensation for such services, PIG will (i) offset that compensation against the stated fees, and (ii) will disclose to the Client the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of the arrangement with the payer.
- (d) Client acknowledges the following: (i) Client independently made the decision to enter into this Agreement and were not influenced by PIG status as a plan service provider under any other Agreement; (ii) PIG's appointment and the services are authorized under the Plan documents; (iii) In performing the services, PIG do not act as, nor have PIG agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and PIG have no discretion to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any action with respect to the management, administration or other aspect of the Plan; and (iv) This Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c).
- (e) PIG agrees to provide the following disclosures, when required:
 - (i) PIG will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to the Client any change to the information in this Agreement as to services, status and compensation required to be disclosed under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D), and (G) as soon as practicable, but no later than sixty (60) days from the date on which PIG are informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond PIG control, in which case the information will be disclosed as soon as practicable).
 - (ii) In accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi), upon the written request of the responsible plan fiduciary or plan administrator, PIG will disclose all information related to the compensation or fees received in connection with this Agreement that is required for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder. Such disclosure shall be made reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator states that it must comply with the reporting and disclosure requirement (unless such disclosure is precluded due to extraordinary circumstances beyond PIG's control, in which case the information will be disclosed as soon as practicable); provided that the responsible fiduciary or plan administrator provides the written request to us reasonably in advance of the date upon which the responsible plan fiduciary or plan administrator must comply with the reporting and disclosure requirement and any failure to do so shall be deemed to be an extraordinary circumstance beyond PIG's control.
 - (iii) If PIG makes an unintentional error or omission in disclosing information under this Agreement, PIG will disclose to the Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which PIG learn of such error or omission.

17. APPLICABLE LAW.

This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the Parties as it relates to similar services described herein. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the Chosen Jurisdiction. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between PIG and Client shall be the Chosen Jurisdiction.

18. ACKNOWLEDGEMENT.

Upon execution of this Agreement, the Parties acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon PIG's execution below.

Client's Signature

Date

Client's Name (Print)

Client's Signature

Date

Client's Name (Print)

Client's Address: _____

Pantheon Investment Group, LLC

Authorized Representative's Signature

Date

Authorized Representative's Name (Print)

Schedule A: Managed Accounts

Client's Managed Accounts will be assessed the following fees, as indicated in the table below:

Tiered Fee

Assets Under Management	Annual %
\$ _____ to \$ _____	
\$ _____ to \$ _____	
\$ _____ to \$ _____	
\$ _____ to \$ _____	
\$ _____ to \$ _____	

Flat Fee: An annual flat fee of _____ %.

Account Title	Custodian	Account Number	Schedule
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
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			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat
			<input type="checkbox"/> Tier <input type="checkbox"/> Flat

The following Client Accounts will be managed by a third party and Assessed the following fees:

Account Title	Custodian	Account Number	PIG Fee	Third Party Fee

Notes:

Schedule B: Non-Managed Accounts

The following Client Accounts are deemed Excluded Accounts. They are non-managed and as a result, our firm does not review or bill on these Accounts. The client is subject to custodial transaction charges on these accounts.

Account Title	Custodian	Account Number

Notes: