



Daniel T. Cook & Partners, LLC.
701 7th Ct. Palm Beach Gardens FL 33410

Investment Management Agreement

This agreement is entered into among Daniel T. Cook & Partners, LLC. ("Adviser"), a registered investment adviser and _____ ("Client") The Investment Adviser Representative ("IAR") servicing the account is _____

By this agreement, Client retains Adviser and IAR to provide services as follows:

1. **Account Management.** Please select the option below that will govern how your assets will be managed by initialing the appropriate statement:

_____ **Discretionary Management:** The Client is opening a discretionary advisory account (the "Account") with Adviser. The Client authorizes Adviser to buy, sell, or otherwise trade securities or other investments in the Account without discussing the transactions with the Client in advance.

_____ **Non-Discretionary Management:** Adviser will direct, with Client's prior written or oral approval, the investment and reinvestment of the assets in Client's account (the "Account"). Client understands that neither Adviser nor its representatives will exercise any discretionary authority with respect to Client's Account or transactions.

Securities to be managed may include, but are not limited to, common or preferred stock, exchange traded funds, options, convertible stocks or bonds, mutual funds, warrants, rights, corporate, municipal, or government bonds, and notes or bills. Client's financial circumstances, investment objectives, and guidelines for managing the Account are described on various documents used by the IAR on behalf of the Adviser and are separate from this agreement. IAR on behalf of Adviser will initiate the steps necessary, including receipt of investment funds to open the Account, and will be available to Client on an on-going basis to receive deposit and withdrawal instructions. The Client agrees to promptly inform Adviser if the information

provided becomes materially inaccurate or if any other significant changes in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in advising Client. Adviser's authority under this Agreement will remain in effect until changed or terminated by Client in writing. In no event will Adviser be obligated to effect any transaction for Client which Adviser believes would violate any applicable state or federal law, rule or regulation, or the rules and regulations of any regulatory body.

2. **Minimum account size.** Adviser's cumulative minimum account value for new accounts is \$10,000. Based on prior relationships and other negotiable circumstances the firm may accept accounts with a lower value.

3. **Execution of Investment Account Transactions.** Adviser will arrange for the execution of securities transactions for the Account through brokers or dealers that Adviser reasonably believes will provide best execution. In selecting a broker or dealer, Adviser may consider, among other things, the broker or dealer's execution capabilities, reputation and access to the markets for the securities being traded. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account.

Transactions for each client account generally will be effected independently, unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time. Adviser may (but is not obligated to) combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among Adviser's clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among Adviser's clients in proportion to the purchase and sale orders placed for each client account on any given day. If Adviser cannot obtain execution of all the combined orders at prices or for transactions costs that Adviser believes are desirable, Adviser will allocate the securities Adviser does buy or sell as part of the combined orders by following Adviser's order allocation procedures.

4. **Conflicts of Interest.** Representatives of Daniel T. Cook & Partners often direct the same money management philosophy toward their clients' account(s) as the one's that may be used for themselves, family members and / or close associates. As such, there may often be securities and/or investments that various representatives of the Adviser have an interest in that they will also be recommending to the Client. Daniel T. Cook & Partners encourages you to ask your IAR if they or their family have an interest in the same securities that they are discussing with you.

5. **Custodial Arrangements.** Custody of Account assets will be maintained with the independent qualified custodian selected by Client and named on Schedule A ("Custodian"). Adviser will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes Adviser to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security,

cash or cash equivalent or other investment for the Account. Client also authorizes and directs Adviser 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 Adviser copies of all periodic statements and other reports for the Account that Custodian sends to Client.

6. **Advisory Fees.** The Account will be charged a quarterly investment management fee as set forth in Schedule A to this agreement. Such fee is determined based on the nature of the investment management services being offered and the complexity of each client's situation and in no instance will exceed 3% per year of assets under management; unless the account value is below \$15,000. Adviser reserves the sole discretion to reduce or waive management fees. The Fee will be payable quarterly in advance upon deposit of any funds or securities in the account. The first payment will be prorated to cover the period from the date the Account is funded through the beginning of the next full calendar quarter. Thereafter, the fee will be based on the Account value on the last business day of the preceding calendar quarter and will be due the following business day.

Client elects to pay Adviser for its services as follows

Check applicable box:

Client authorizes the Custodian to deduct from Client's Account and pay to Adviser on the submission of a bill the management fee for each calendar year quarter. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Adviser.

Advisory Fees will be billed directly to Client (and not deducted from Client's Account), and Client agrees to pay all Advisory Fees within 30 days of Client's receipt of an invoice from Adviser.

The fee charged to Client may be higher or lower than fees charged to other clients of Adviser. Adviser's fees assessed are separate and distinct from management fees charged by mutual funds held in Client's account as well as any fees charged by the Custodian.

7. **Valuation.** In computing the market value of any security or other investment in the Account, each security listed on a national securities exchange shall be valued, as of the valuation date, at the closing price on the principal exchange on which it is traded. Any other security or investment in the Account shall be valued in a manner determined in good faith by Adviser to reflect fair market value.

8. **Confidentiality.** Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client's identity, financial affairs, or investments.

9. **Other Investment Accounts.** Client understands that Adviser serves as investment adviser for other clients and will continue to do so. Client also understands that Adviser, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Adviser is not obligated to buy, sell or recommend for Client any security or other investment that Adviser or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Adviser or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts. Adviser or its affiliates may, in the course of its business obtain material, non-public or other confidential information that, if disclosed, might affect an investor's decision to buy, sell or hold a security. Adviser and its affiliates are restricted from disclosing or using this information under applicable law, and are under no obligation to disclose the information to Client or use it for Client's benefit.

10. **Risk Acknowledgment.** Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client understands that investment decisions made for Client's Account by Adviser are subject to various market, currency, economic, political, business and liquidity risks, and that those investment decisions will not always be profitable. Except as may otherwise be provided by law, Adviser will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Adviser with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Adviser's adherence to Client's written or oral instructions; or (c) any act or failure to act by the Custodian, any broker or dealer to which Adviser directs transactions for the Account, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

11. **Retirement or Employee Benefit Plan Accounts.** If the Account is for a plan subject to ERISA, Client appoints Adviser, and Adviser acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement). Adviser represents that it is registered as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act") or under the laws of any State.

Client represents that Adviser has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Adviser. Client will furnish promptly to Adviser any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Adviser, such amendment will be binding on Adviser only when agreed to by Adviser in writing. If the Account contains only a part of the assets of the plan, Client understands that Adviser will have no responsibility for the

diversification of all of the plan's investments, and that Adviser will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain at its expense bonding that satisfies this requirement and covers Adviser and its Affiliated Persons.

12. **Other Legal Actions.** The Client agrees that Adviser will not advise or act for Client 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").

13. **Proxy Voting.** Adviser *will not vote*, or give any advice about how to vote, proxies for securities held in the Investment Account; the IAR may offer advice. If the Investment Account is for a pension or other employee benefit plan governed by ERISA, Client directs Adviser not to vote proxies for securities held in the Account because the right to vote such proxies has been expressly reserved to the plan fiduciary and/or trustees.

14. **Assignment / Termination.** This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder. Client may terminate this Agreement without penalty within five (5) business days of its signing. This Agreement may also be terminated by either party effective upon receipt of 30 days written notice to the other party ("Termination Date"). If the Agreement is terminated after five business days of its signing, Client will be entitled to a pro rata refund of any prepaid quarterly fees based upon the number of days remaining in the quarter after the date upon which notice of termination is received. Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination, including the provision regarding arbitration, which shall survive any expiration or termination of this Agreement.

15. **Client Authority.** If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.

16. **Death or Disability.** If Client is a natural person, 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 Adviser.

17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflict or choice of law provisions of that State, 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, ERISA and any rule or order of the Department of Labor under ERISA.

18. **Notices.** Any notice, advice or report to be given to Adviser 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 Adviser at the following

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or at such other address as Adviser may designate in writing. Any notice, advice or report given to Client 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 Client at the address set forth in this agreement or at such other address as Client may designate in writing.

19. **Miscellaneous.** If any provision of this Agreement 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, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement 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. Adviser's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Adviser of any of its rights or privileges. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.

20. **Disclosure.** The Client acknowledges receipt of Adviser's Form ADV Part II, Schedule F or H, client brochure or similarly named disclosure document as well as a copy of the Adviser's Privacy Policy. The Client has the right to terminate this agreement without penalty within five business days after entering into the agreement.

21. Arbitration Provision.

- Arbitration is final and binding on all parties.

- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.

- Pre-arbitration discovery is generally more limited than and different from court proceedings.

- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

Any controversy or dispute which may arise between the Client and Adviser concerning any transaction or the construction, performance, or breach of this agreement shall be settled by arbitration. Any arbitration shall be conducted before an arbitration panel convened by the New York Stock Exchange, Inc. or the Financial Industry Regulatory Authority., as the Client may select. The Client also may select any other arbitration forum upon which Adviser is legally required to arbitrate the controversy with the Client, including, where applicable, the Municipal Securities Rulemaking Board. Such arbitration shall be governed by the rules of the organization convening the panel. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The agreement to arbitrate does not entitle the Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ON PAGE 6 AT PARAGRAPH 21.

Client and Adviser have executed this Investment Management Agreement on this _____ day of _____ 20_____.

Signature of Investment Adviser Representative

Print Name

Title: _____

Firm / DBA: _____

Phone: _____

Client:

Name(s): _____

Address: _____

Phone: _____

Signature(s): _____

SCHEDULE A

Client: _____

1. Account Assets. The assets that you wish Adviser to manage at this time are included under the following account(s):

Registration	Account Number (if known)
_____	_____
_____	_____
_____	_____
_____	_____

2. Custody of Account Assets. The assets to be managed under this agreement will be held by the following qualified custodian (check one):

- Scottrade, Inc.
- Other _____

Client is responsible for payment of any custodial fees.

3. Investment Management Fees. Adviser's fees for services provided under this agreement will be as follows:

- _____ % of total assets under management. Client is responsible for payment of any trade execution costs.
- Other _____

4. Signatures.

Client

Date

Investment Adviser Representative

Date

SCHEDULE B

Client: _____

(IAR can insert here any additional information such as specific portfolio management guidelines or restrictions).

Signatures

Client

Investment Adviser Representative

Date

Date