

# ValuEngine Capital Management LLC

## INVESTMENT ADVISORY CONTRACT

927 E New Haven Ave, Ste 204  
Melbourne, FL 32901

CLIENT NAME \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

City, State ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Version Date: 08/04/2017

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage ValuEngine Capital Management LLC ("VE Cap Management") on the following terms and conditions.

***I. Appointment of ValuEngine Capital Management LLC***

Client hereby appoints VE Cap Management as investment adviser for the Account. VE Cap Management shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in Client's written Investment Policy Statement, which is attached as Exhibit I. The persons authorized to act on behalf of Client with respect to the Account are identified in Exhibit IV. Client agrees to promptly notify VE Cap Management in writing of any changes to the client profile information contained on the investment policy statement, and any changes to the restrictions or limitations applicable to the Account, and to provide VE Cap Management 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 VE Cap Management.***

By execution of this Agreement, VE Cap Management hereby accepts the appointment as investment adviser for the Account and agrees from and after the effective date, as referred to in the signature page,

- (a) to 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 VE Cap Management from time to time;
- (b) to appraise and review, at least monthly during the period of this Agreement investments of the

Account, as initially accepted by VE Cap Management, together with all additions, substitutions and alterations thereto; and

- (c) to render to Client at least monthly a written report that details the client's account including assets held and asset value, which report will come from the custodian. It is understood and agreed that VE Cap Management, 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 "Authorized Third Party"). The Authorized Third Party at the time this Agreement is executed is identified in Exhibit III hereto. VE Cap Management will have no custody of Client's funds, investments, or assets (except for the authorized deduction of client fees) and all funds/securities will be delivered between Client and the Authorized Third Party only. Instructions of VE Cap Management to Client or the Authorized Third Party with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Authorized Third Party changes, then Client will provide VE Cap Management with prompt, written notice of the change. Client hereby authorizes VE Cap Management to receive from the Authorized Third Party a copy of any agreement between Client and the Authorized Third Party in effect at any time with respect to the Account.

**IV. Service to Other Clients.**

It is understood that VE Cap Management performs investment advisory services for various clients and that the services provided by VE Cap Management are offered/rendered on a non-exclusive basis. Client agrees that VE Cap Management 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 VE Cap Management'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 VE Cap Management any obligation to acquire for the Account a position in any security which VE Cap Management, 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 VE Cap Management 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 may 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 VE Cap Management, then VE Cap Management may not be able to negotiate the best commission rates. The custodian is identified in Exhibit III hereto.

**VI. Inside Information.**

VE Cap Management 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.**

VE Cap Management shall not be liable to the 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.**

VE Cap Management 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 VE Cap Management 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 acknowledgment and acceptance of the new fees.

\_\_\_\_ / \_\_\_\_ VE Cap Management is authorized to withdraw fees directly from the Account.

\_\_\_\_ / \_\_\_\_ VE Cap Management will send a bill directly to Client to be paid by check.

**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 Authorized Third Party. 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 VE Cap Management 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 VE Cap Management and the 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 VE Cap Management such evidence of such authority as VE Cap Management may reasonably require, whether by way of a certified corporate resolution or otherwise; VE Cap Management is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

*This section applies only if your Account is for 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").*

If Client is an ERISA plan (not simply a plan member) and the Account is for the assets or holdings of such ERISA plan, then VE Cap Management acknowledges that it is a "fiduciary" within the meaning of ERISA and Section 4975(e)(3) of the Code. Client represents that VE Cap Management has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain VE Cap Management. Client acknowledges that he/she is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to VE Cap Management the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects VE Cap Management rights or obligations, the amendment will be binding on VE Cap Management only when agreed to by VE Cap Management in writing. If the Account contains only a part of the assets of the plan, Client understands that VE Cap Management will have no responsibility for the diversification of all of the plan's investments and that VE Cap Management 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, upon written request by VE Cap Management, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers VE Cap Management and affiliated persons of VE Cap Management.

**XII. Representations by VE Cap Management.**

By execution of this Agreement, VE Cap Management represents and confirms that it is registered as an investment adviser 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 fourteen (14) days' written notice

; provided that the Client may at any time, upon delivery of written notice to VE Cap Management, terminate the discretionary authority of VE Cap Management.

#### **XIV. Notices.**

All notices and other communications contemplated by this Agreement shall be deemed duly given if delivered to VE Cap Management at: 4961 Babcock St NE Suite 7, Palm Bay, Florida 32905, 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 the 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 Authorized Third Party

Exhibit IV - Authorized Firm Persons

#### **XVII. Authority.**

*(Discretionary Investment Management)*

\_\_\_\_ / \_\_\_\_ Except as otherwise set forth in this Agreement, Client authorizes VE Cap Management to investigate, purchase, and sell on behalf of Client, various securities and investments. VE Cap Management 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)*

\_\_\_\_ / \_\_\_\_ VE Cap Management is authorized to execute purchases and sales of securities only after securing permission from Client regarding each transaction.

#### **XVIII. Receipt of Forms ADV Part 2A, Part 2B(s), and Privacy Policy Statement.**

\_\_\_\_ / \_\_\_\_ Client acknowledges receipt of Parts 2A and 2B of Form ADV and VE Cap Management's Privacy Policy Statement.

#### **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 VE Cap Management. These items may include but are not limited to: all statements or reports produced by VE Cap Management; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); privacy policy statements; and any other notices or documentation that VE Cap Management chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify VE Cap Management 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 parties 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 VE Cap Management'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 us 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, VE Cap Management 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 VE Cap Management's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** VE Cap Management 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.

|                                       |  |
|---------------------------------------|--|
| <b>Client Name:</b>                   | <b>Representative of ValuEngine Capital Management<br/>LLC</b> |
|                                       |  |
| <b>Client Signature</b> <b>Date</b>   | <b>Adviser Signature</b> <b>Date</b>                           |
|                                       |  |
| <b>Client#2 Signature</b> <b>Date</b> |  |

|                                   |  |                   |  |             |  |
|-----------------------------------|--|-------------------|--|-------------|--|
| <b>Client Street<br/>Address:</b> |  |                   |  |             |  |
| <b>City:</b>                      |  | <b>State:</b>     |  | <b>Zip:</b> |  |
| <b>Phone:</b>                     |  | <b>E-Mail(s):</b> |  |             |  |

Exhibit I

**Investment Policy Statement**

Creation Date: 08/31/2017

Personal information

- What is your first name: \_\_\_\_\_
- What is your last name: \_\_\_\_\_
- What is your birthdate: \_\_\_\_\_
- Spouse's name: \_\_\_\_\_

Income & net worth

- What is your current annual household income: (\$) \_\_\_\_\_
- What is your liquid net worth: (Excluding primary residence) (\$) \_\_\_\_\_
- What is the value of your residence(s): (\$) \_\_\_\_\_
- What is the value of any other significant illiquid asset(s): (\$) \_\_\_\_\_
- What are your current annual income needs from investments: (\$) \_\_\_\_\_
- What is your desired retirement age: \_\_\_\_\_
- What is your desired annual income in retirement (\$): \_\_\_\_\_

Risk tolerance & investment objectives

- Acceptable percentage of principal loss in a short term period? (less than 1 year)
  - o \_\_\_\_ Up to 5%
  - o \_\_\_\_ Up to 10%
  - o \_\_\_\_ Up to 15%
  - o \_\_\_\_ Up to 20%
  - o \_\_\_\_ Up to 25%
- What is your desired annual rate of return?
  - o \_\_\_\_ 0-2.5%
  - o \_\_\_\_ 2.5-5%



- o  5-7.5%
  - o  7.5-10%
  - o  10%+
- Which of the following statements best describes your investment objectives?
- o  My highest priority is to preserve my investments and I am willing to accept minimal return in order to do so
  - o  I seek to generate income from my investments and am interested in investments that have historically demonstrated a low degree of risk of loss of principal value
  - o  I seek to grow the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate degree of risk to loss of principal value
  - o  I seek to accelerate somewhat the growth of the principal value of my investments over time and, in pursuit of these gains, am willing to invest in securities that have historically demonstrated a moderate to above average degree of risk of loss of principal value
  - o  I seek a significant appreciation of the principal value of my investments and, in pursuit of these gains, am willing to accept a greater degree of risk by investing in securities that have historically demonstrated a high degree of risk of loss of principal value
- How would you respond in the event of a decline in the value of your investments?
- o  I would sell my investments immediately if they were to suffer substantial declines
  - o  Although declines in investment value make me uncomfortable, I would wait one to two quarters before adjusting my portfolio
  - o  I can endure significant declines in the value of my investments and would wait at least one year before adjusting my portfolio
  - o  Even if my investments were to suffer a significant decline over several years, I would continue to follow my long-term investment strategy and not adjust my portfolio
  - o  I would increase the amount invested in my portfolio in anticipation of an increase in value
- Which of the following scenarios would make you more uncomfortable?
- o  Making an investment and watching it decline in value
  - o  Selling an investment and watching it increase in value
- During the decline in stock market values that took place from 2007 through 2009, what action did you take with respect to your investments?
- o  Sold all equity holdings
  - o  Moderately decreased equity holdings
  - o  No changes
  - o  Moderately increased equity holdings

- o \_\_\_\_ Significantly increased stock holdings
  - o \_\_\_\_ Not applicable
- In general, how did you feel about the decline in stock market values from 2007 through 2009?
- o \_\_\_\_ High level of anxiety
  - o \_\_\_\_ Moderate level of anxiety
  - o \_\_\_\_ Acceptance that short-term losses are part of investing and assurance that the risk I took was reasonable given the potential long-term gains of my investments
  - o \_\_\_\_ Indifference
  - o \_\_\_\_ Excited to be able to invest in assets that had declined in value
- How would you describe your level of knowledge with regard to finance and investing?
- o \_\_\_\_ Minimal. I have very little interest in understanding finance and investing, or I have not had the opportunity to learn.
  - o \_\_\_\_ Low. I have basic knowledge of finance, such as understanding what stocks, bonds, and mutual funds are.
  - o \_\_\_\_ Medium. I have knowledge beyond basic products and I understand diversification and other financial and investing terminology and strategy.
  - o \_\_\_\_ High. In addition to understanding most financial products and terminology, I understand factors that affect the price of stocks and bonds.
  - o \_\_\_\_ Advanced. I have an in-depth knowledge of most financial products, including stocks, bonds, and options. I understand overall market risk as well as company-specific risk.
- For how many years, if any, have you owned each of the following types of investments?
- o \_\_\_\_ Mutual funds
  - o \_\_\_\_ Stocks
  - o \_\_\_\_ Bonds
  - o \_\_\_\_ Options
  - o \_\_\_\_ Variable annuities
  - o \_\_\_\_ ETFs
  - o \_\_\_\_ REITs
  - o \_\_\_\_ Limited partnerships/Private Placements

**Exhibit II**

**Fee Schedule**

The following are the fees charged by ValuEngine Capital Management LLC for services provided:

***Portfolio Management Services Fees***

| <b>Total Assets Under Management</b> | <b>Annual Fee</b> |
|--------------------------------------|-------------------|
| \$0 - \$500,000                      | 1.75%             |
| \$500,000 - \$1,000,000              | 1.50%             |
| \$1,000,000 - \$5,000,000            | 1.30%             |
| \$5,000,000 - And Up                 | 1.15%             |

Fees are paid monthly in arrears. There are no set-up fees or termination fees beyond the asset-based fees in the fee schedule above.

VE Cap Management will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

\_\_\_ /     Fees will be withdrawn

\_\_\_ / \_\_\_ Fees will be invoiced

\_\_\_ /     The negotiated rate is 1.75% annually (to be withdrawn 0.146% monthly).

**Exhibit III**

| <b>Identification of Authorized Third Party</b> |  |
|---|--|
| The Authorized Third Party for the Account is:  | ValuEngine Inc                           |
| Mailing Address:                                | 927 E. New Haven Ave Melbourne, FL 32901 |
| Telephone:                                      | (321) 215-4015                           |

A copy of the Authorized Third Party's agreement is not attached as part of this Exhibit III.

**Exhibit IV**

**Identification of Authorized Firm Persons**

The following persons at ValuEngine Capital Management LLC are authorized to act on behalf of Client with respect to the Account.

Client will provide ValuEngine Capital Management LLC with prior written notice of any changes in the persons at VE Cap Management so authorized.

|                         |                     |
|-------------------------|---------------------|
| Authorized Person Name: | Name: Paul Henneman |
| Position:               | Position: Principal |
| Signature:              | Signature:          |