

INTEG FINANCIAL INVESTMENT ADVISORY LLC

INVESTMENT ADVISORY AGREEMENT (DISCRETIONARY & NON-DISCRETIONARY)

On this date _____ by and between INTEG Financial Investment Advisory LLC ("INTEGFI") and _____ ("Client").

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

INVESTMENT ADVISORY SERVICES – Investment Advisory Services are detailed throughout this Agreement.

(A) Appointment and Acceptance as Investment Advisor

The Client hereby appoints INTEGFI as an investment advisor for the Account. INTEGFI shall supervise and direct the investments of and for the Account, subject to the objectives, limitations, and restrictions listed in the Client's Investment Policy Statement (Schedule A).

(B) Duties of INTEGFI

INTEGFI hereby accepts the appointment and fiduciary duty of utmost good faith to act solely in the best interest of each client according to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation, and conflicts of interest.

Initial one of the choices below:

INTEGFI shall **have full power and authority in its sole discretion** to:

(Client Initial)

INTEGFI shall **with prior Client approval**:

(Client Initial)

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange-traded funds, options, variable life insurance, variable annuities, and fixed indexed annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges, or rights held as part of the account.
3. Render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian.



INTEGFI will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

INTEGFI represents and warrants that it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is duly registered as an investment advisor or exempt from registration under the laws of the State in which the client resides and other jurisdictions in which it may conduct business. INTEGFI will seek best execution of transactions for Client accounts, consistent with its duty to obtain favorable pricing and execution under the circumstances.

(C) Duties of Client

Client agrees to:

1. Notify INTEGFI of a change in life status including but not limited to, employment, retirement, marital status, or household.
2. Promptly notify INTEGFI in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and provide INTEGFI with prior written notice of any changes in the identity of persons authorized to receive information with respect to the Account.
3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable INTEGFI to perform its investment advisory services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and investment advisory fees.

(D) Custodian

The Custodian at the time this Agreement is executed is identified in Schedule C. INTEGFI may receive certain administrative benefits from the Custodian that enable INTEGFI to provide the Client with advisory services. Under no circumstances will INTEGFI act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

INTEGFI will not have custody, at any time, of Client funds and/or securities. INTEGFI will not be deemed to have custody over the Account due to the deduction of Client fees because INTEGFI will:

1. obtain written authorization from the Client to deduct advisory fees from the account; and
2. Each time a fee is directly deducted from a Client account, INTEGFI will concurrently:
 - a. Send the qualified custodian notice of the amount of the fee to be deducted; and
 - b. Send the Client an invoice itemizing the fee, including the formula used to calculate the fee, the amount of assets under management that the fee is based on, and the period covered by the fee and

At least quarterly, the qualified custodian sends to the Client an account statement identifying the amount of funds and each security in the account at the end of the period and setting forth all transactions in the account during that period. INTEGFI will not provide any additional reports.



(E) Directed Brokerage

INTEGFI does not allow directed brokerage accounts.

(F) Services to Other Clients

It is understood that INTEGFI performs investment advisory services for various clients. The client agrees that INTEGFI 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 INTEGFI'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 INTEGFI any obligation to acquire for the Account a position in any security which INTEGFI, 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 INTEGFI it is not for any reason practical or desirable to acquire a position in such security for the Account. INTEGFI shall not be held responsible for any loss incurred by reason of any independent act or omission of any broker or the Custodian for the Account.

(G) Fees

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. However, for assets such as alternative investments where a fee is charged and the custodian does not price the security, the asset may be priced by the provider of the asset according to their pricing policy or may also involve independent pricing services for assets that are priced in that manner. INTEGFI itself does not price any investment or security for which it charges a management fee or that is included in the portfolio return. The Client understands and acknowledges that lower fees for comparable services may be available from other sources.

The investment advisory fee is billed directly to the Custodian, with an informational copy of the invoice to the Client. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. INTEGFI will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

The client shall be given thirty (30) days prior written notice of any increase in fees and the Client will acknowledge, in writing, any agreement of increase in said fees.

The Client acknowledges that representatives of INTEGFI may provide Client with various insurance products upon which a commission may be paid to INTEGFI's representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship. This conflict is mitigated by disclosures, procedures, and INTEGFI's fiduciary obligation. The Client is under no obligation to act upon the investment advisor's recommendations. If the Client elects to act on any of the recommendations, the Client is under no obligation to effect the transaction through INTEGFI or its representatives.

(H) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice.

No assignment of this Agreement by INTEGFI shall be effective without the prior consent of the Client.

(I) Confidentiality

INTEGFI agrees that all information concerning the financial affairs of Client shall be treated as



confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

(J) Title to Assets

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

(K) Market Conditions

The client acknowledges that INTEGFI's past performance and advice regarding the Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate.** INTEGFI does not guarantee or warranty that services offered will result in profit.

(L) Notices All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to INTEGFI at:

187 Abacus
Irvine, CA 92618

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(M) Limitation of Liability

INTEGFI shall not be responsible for independent acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. INTEGFI shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state or federal laws that cannot be waived.

With respect to the provision of investment advisory services that are within the scope of the agreed-upon relationship with Client, the Adviser will be held to the standard of conduct imposed by the Act. The Adviser will not be liable for acts or omissions of other professionals or third-party service providers, including but not limited to: a broker-dealer, custodian, attorney, accountant, or insurance agent. The Adviser shall specifically not be responsible for any trade errors resulting from, or attributable to, the acts or omissions of any third party, including, but not limited to, a broker-dealer and custodian. 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. If the Account contains only a portion of the Client's total assets, Adviser shall only be responsible for those assets that the Client has designated to be the subject of the Adviser's services under this Agreement. The Client further acknowledges and agrees that Adviser shall not be liable for any losses occurring during the transfer of the Assets from the Client's prior advisors, broker-dealers or account custodians. This includes, but is not limited to, any losses resulting from: (a) securities purchased by Client's predecessor advisors; (b) the failure to be protected or benefit from any market-related events, including market corrections or advances; or (c) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer or account custodian. Federal and state securities laws impose liabilities under certain circumstances, and therefore nothing in this Agreement shall constitute a waiver or limitation of any rights the Client may have under any federal or state securities laws, including Adviser's fiduciary obligations that cannot be limited or waived, the



Employee Retirement Income Security Act of 1974 as amended (“ERISA”), or under the rules promulgated by the Employee Benefits Security Administration or the Department of Labor.

(N) 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.

(O) Captions

The section headings of this Agreement are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

(P) Brochure and Privacy Notice

Client acknowledges receipt of the Privacy Policy and Form ADV Part 2A & 2B,

Client Initials

Date

Client Initials

Date

Client chooses to have the following delivered via electronic communication via the following,

Email(s):

- Annual Delivery of Privacy Policy
- Annual Delivery of Form ADV Part 2
- Other:

Email Address Certification. You certify that the Email Address you provided above is a functioning Email Address, owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing of any change in the Email Address.

(Q) Entire Agreement and Amendment

This Agreement (including the Exhibits listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.



(R) Severability

If any provision of this Agreement as applied to any party or to any circumstance shall be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstance, or the validity or enforceability of this Agreement, and any provision that is found to be void, invalid or unenforceable shall be curtailed and limited only to the extent necessary to bring such provision within the requirements of the law.

(S) Arbitration Agreement

Any controversy or claim, including but not limited to errors and omissions, arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its applicable rules then in effect.

Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Arbitration is final and binding on the parties. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver of any rights the Client may have under those laws.

Schedule A: Client's Written Investment Policy

Schedule B: Identification of Authorized Persons

Schedule C: Identification of Custodian

Schedule D: Schedule of Fees



SCHEDULE A: Client's Written Investment Policy

Complete the information below for each different registration type.

Account 1

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

Account 4

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

Account 2

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

Account 5

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

Account 3

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

Account 6

Owner:	
Account:	
Risk:	
Objective:	
Horizon:	
Note:	
Initials:	

*Attach additional sheets as necessary.



SCHEDULE B: Identification of Additional Authorized Persons

The following persons are authorized to receive information with respect to the Account. Client will provide INTEGFI with prior written notice of any changes to authorized persons.

Name(s):

SCHEDULE C: Identification of Custodian

Custodian(s):



SCHEDULE D: Schedule of Fees

Managed by INTEGFI:

INTEGFI offers direct asset management services to advisory Clients. INTEGFI charges a tiered annual investment advisory fee based on the total assets under management as follows:

FIRM FEE SCHEDULE

Assets Under Management	Annual Advisory Fee
\$0 - \$100,000	0.90%
\$100,001 - \$500,000	0.75%
\$500,001 - \$1,000,000	0.65%
\$1,000,001 and Above	0.55%

Note:

This is a tiered fee progressing each dollar through the schedule, billed as the fee schedule indicates.

INTEGFI fee billing is quarterly, in advance, based on the market value of the assets on the last day of the previous quarter. When an account is opened mid-quarter, fees are charged in advance on a prorated basis using the initial deposit.

INTEGFI, in its sole discretion, may discount the investment advisory fee at the household or account level based upon certain criteria (e.g., historical relationship, types of assets, anticipated future additional assets, dollar amounts of assets to be managed, related accounts, account composition, etc.). The discount will be expressed in basis points.

This is a tiered fee schedule; the total billable assets are progressed through the tiered fee schedule creating a customized fee. For calculating quarterly, each tiered fee is divided by 4 then calculated using the total billable household assets. For example, a 1% tier is billed per quarter at a rate of .25%.

After progressing through the tiered fee schedule the total billable household assets are billed to an account-based upon its weighting compared to the whole. For example, if total assets are \$1m with one account valued at \$500k (i.e., half the assets), 50% of the billable fee would be allocated to the \$500k account.

Concerning an annuity, if a client is under 59 1/2, and the insurance company has a private letter ruling to exclude the payment of investment advisory fees from classification as a taxable distribution making it a non-reportable distribution to the IRS, they will be deducted from the account. If not, INTEGFI will deduct them from a specified after-tax brokerage account.



Client may terminate this Agreement by providing advance written notice. Upon termination, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to the Client through the qualified custodian. Clients shall be given thirty (30) days' written notice before any increase in fees. Any increase in fees will be acknowledged in writing by both parties before any increase in said fee occurs. For fees that are directly deducted from the account by the custodian:

INTEGFI will provide the Client with an invoice concurrent to instructing the custodian to deduct the fee while stating the amount of the fee, the formula used to calculate the fee, and the period covered by the fee;

INTEGFI will obtain written authorization signed by the Client allowing the fees to be deducted; and
The client will receive quarterly statements directly from the custodian which disclose the fees deducted.

By initialing below, the Client agrees to the above fee schedule.

Client Initials

Date

Client Initials

Date



IN WITNESS WHEREOF, the parties hereto have executed and agreed to this Agreement as of the date below,

Investment Adviser Representative

Signature:

Date:

Print Name:

CLIENT

Name(s):

Address:

ACKNOWLEDGEMENT: By signing below, I acknowledge that I have read, understand, and agree.

Client Signature:

Date:

Client Signature:

Date:

