

## INVESTMENT ADVISORY AGREEMENT

This Agreement is entered into this [REDACTED] day of [REDACTED] of 20 [REDACTED], between Jonathan Selsick dba Actavest (the "Advisor"), a Registered Investment Advisor, and [REDACTED] (the "Client"). Advisor and Client agree as follows:

### 1. Background

Advisor is a developer of various quantitative investment strategies as well as implementing various discretionary strategies. Advisor will implement these strategies in a separately managed account for Qualified Clients as defined under the Investment Advisors Act of 1940.

### 2. Strategies

The strategies selected by Client and covered by this agreement are shown in Exhibit "A". The strategies implemented by Advisor are unique, non-traditional strategies and may employ exposures, like leverage, shorting and derivatives, may be complex, and can involve a higher degree of risk.

### 3. Services of Adviser

By execution of this Agreement, Client hereby establishes an Investment Advisory Account ("Account") and appoints Adviser as the investment manager to supervise and direct the investments of the Account in accordance with the Strategy. Accordingly, Adviser will solely assume all investment authority and investment decision making over the Account. Adviser shall have discretion to trade in securities and to execute transactions with respect to the Account assets without any obligation on its part to give prior notice to the Client or the Custodian. This Agreement is limited to the management of the account assets and does not include any other related

or unrelated services such as accounting, financial planning, or tax advice. Advisor will manage the Account within the parameters for the Strategies identified in Item 2 above.

### 4. Custodian

Advisor will not take custody of Client assets. The Account assets shall be held by Interactive Brokers as custodian and Broker/Dealer (the "Custodian"), pursuant to a separate agreement between the Custodian and the Client. Client has satisfied themselves as to the financial strength of the Custodian. Client hereby (1) authorizes Advisor to give instructions to Custodian with respect to all investment decisions regarding the assets (2) authorizes and directs Custodian to effect transactions, deliver securities, make payments and otherwise take actions as the Advisor directs in connection with the performance of Advisor's obligations with respect to the account, (3) authorizes Advisor to invoice Custodian for the account Advisory Fee, (4) directs and authorizes Custodian to deduct the amount invoiced from Client account and pay the Advisor the invoiced amount. Advisor will send Client an invoice at the end of each quarter itemizing the fee, including the formula used to calculate the fee, the value of assets under management on which the fee is based, and the time period covered by the fee. Client must, upon establishing an account with Custodian, direct and request Custodian to send Client a statement, at least quarterly, indicating all amounts disbursed from the account including the Advisory Fee paid. Client acknowledges its responsibility to verify the accuracy of the Advisory Fee calculation and that the Custodian will not determine whether the Advisory Fee is accurate or properly calculated. Custodial fees charged to Client are exclusive of and in addition to the account Advisory Fee and other charges.

### 5. Fees

The Account shall be charged a quarterly performance fee (the "Performance Fee"), in arrears, based on the net gains in the Account for the previous quarter, according to the following schedule:

Performance Fee of 12.0% annually (3.0% per quarter), subject to a high water mark test. For purposes of the high water mark test, the Account will

only be assessed a Performance Fee to the extent that the Account balance, after adjusting for additions and withdrawals, is higher than the highest account balance on which a performance fee was previously assessed. Performance fees may only be charged to Qualified Clients. Client represents that they are a Qualified Client as defined under the Investment Advisors Act of 1940 – (See Exhibit “B”).

The Account shall not be charged an asset management fee.

a) Payment

The Fee paid by Client will be debited from Client’s account on the first business day following the end of the calendar quarter.

b) Additions and Withdrawals

Client may make additions to and withdrawals from the Account at any time, subject to Adviser’s right to terminate an Account that falls below the minimum account size. Client may withdraw Account assets upon five (5) days written notice to the Adviser, subject to the usual and customary securities settlement procedures. Adviser shall impose no start-up, closing, or penalty fees in connection with the Account.

c) Other Fees and Charges

Client shall be solely responsible for all commissions and other transaction charges, and any charge relating to the custody of securities in the Account. The Performance Fee covers only the investment management services provided by Adviser and does not include brokerage commissions, or other costs associated with the purchase and sale of securities, custodian fees, underlying fund or ETF fees, interest, taxes, or other Account expenses. Client shall be solely responsible for these additional expenses.

**6. Services to Other Clients**

It is understood that Adviser performs investment advisory services for various clients. Client agrees that Adviser may give advice and take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is the Adviser'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.

**7. Termination of Agreement**

This Agreement may not be modified or amended except in writing and signed by both Adviser and Client. Adviser or Client may terminate the Agreement within five days of the date of acceptance without penalty to the client. After the five-day period, either party may terminate the Agreement on 5 days written notice to the other party. Upon termination, any unpaid fees will be calculated to the date of termination and debited from the Client’s account.

**8. Assignment of Agreement**

No assignment of this Agreement shall be made by Adviser without the prior written consent of Client.

**9. Notices**


Notices to Adviser must be in writing. All notices shall be given either (i) by first class, registered or certified mail, postage prepaid, or (ii) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing. Electronic mail will be deemed delivered only upon confirmation of receipt by the other party.


**10. Confidential Relationship**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

**11. Acknowledgment of Disclosure Statements**

Please acknowledge by initialing the following:

 Client hereby acknowledges receipt of a copy of Part 2A of Adviser’s Form ADV and understands that he/she has the right to terminate this Agreement for advisory services without penalty, within five business days after execution of this Agreement.

 Client hereby acknowledges having received a copy of Adviser’s Privacy Policies as required under the Graham-Leach-Bliley Act, Regulation S-P.

**12. Proxy Voting**

Adviser shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account.

**13. Risk and Liability**

Adviser shall manage only the securities, cash and other investments held in Client’s Account. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client’s investment objectives will be achieved. Adviser shall not be liable for any error in judgment and/or for any investment losses in the Account in the absence of malfeasance, negligence or violation of applicable law. Adviser shall not be responsible for any loss incurred by reason of any act or omission of Client, custodian, any broker/dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

**14. Governing Law**

This Agreement and all of the terms herein shall be construed and governed according to the laws of the State of California, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

**15. Arbitration Agreement**

Client and Adviser agree that all controversies which may arise between Client and Adviser concerning the provisions of the services provided under this Agreement, or concerning the construction, performance or breach of this agreement, shall be determined by arbitration, in accordance with the rules of the American Arbitration Association. Any arbitration shall take place in the same city and state where Adviser is located. In no way shall this agreement constitute a waiver or limitation of rights that Client may have under Federal or State Securities Laws to pursue a remedy by other means.

**16. Entire Agreement**

This Agreement represents the parties’ entire understanding with regard to the matters specified herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

**17. Signatures**

The person signing this agreement is representing that he or she has the appropriate authority to sign on behalf of the account holder. This agreement shall be binding once all parties involved have signed and dated the agreement.

**AGREED AND ACCEPTED,**

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By:

\_\_\_\_\_

Client Name (Print)

Joint Client Name (Print)

\_\_\_\_\_

Client Signature

Joint Client Signature

\_\_\_\_\_

Title or Capacity

Title or Capacity

\_\_\_\_\_

Date

\_\_\_\_\_

Client address

\_\_\_\_\_

City

State

Zip Code

Email address: \_\_\_\_\_

By: Jonathan Selsick dba Actavest

3100 Highland Avenue

Manhattan Beach, CA 90266

jonathan@actavest.com

\_\_\_\_\_

Name (Print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title or Capacity

\_\_\_\_\_

Date

**Exhibit "A"**

Strategy Selection	Investment Amount	Client Initials
Actavest Long/Short Equity Solution		
Cash		
<b>Total Investment</b>		

## Exhibit "B"

### Qualified Client Definition:

Registered investment advisers generally are prohibited by section 205(a)(1) of the Advisers Act from charging performance-based compensation. An exemption from this prohibition is provided by Rule 205-3 under the Advisers Act for clients that meet the definition of a "qualified client."

Currently, Rule 205-3 provides that in order to be a qualified client, a client must have either (i) at least \$1 million of assets under the management of the investment adviser, or (ii) a net worth (together, in the case of a client which is a natural person, with assets held jointly with a spouse) which the investment adviser reasonably believes to be in excess of \$2.1 million.[1]

[1] While a natural person's primary residence must not be included as an asset, indebtedness secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time the investment advisory contract is entered into, may be excluded as a liability (subject to limitations in the case of recently acquired debt). Additionally, indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the residence also must be included as a liability.