

# STRATEGIC INVESTMENT PARTNERS LLC

## INVESTMENT MANAGEMENT AGREEMENT

This agreement is entered into among \_\_\_\_\_  
(the "Client") and Strategic Investment Partners, LLC ("Adviser"), a  
registered investment adviser.

**1. Account Management.** The Client is opening a discretionary advisory account (the "Account") with the Adviser. The Client authorizes the Adviser to buy, sell, or otherwise trade securities or other investments in the Account without discussing the transactions with the Client in advance. Such securities may include, but are not limited to, common or preferred stocks, convertible stocks or bonds, options, warrants, rights, corporate, municipal, or government bonds, and notes or bills. The Client also authorizes the Adviser to take all necessary action to open and maintain the Account and to effect securities transactions for the Account. The Adviser will make investment decisions for the Account according to the investment objectives and financial circumstances described in the Client's Questionnaire, attached as Exhibit B. The Client agrees to promptly inform the Adviser if the information provided in the Questionnaire becomes materially inaccurate. The Client also agrees to consult with Adviser at least annually to provide updated information, if any, about the Client's financial circumstances and investment objectives.

**2. Custody.** The Client has appointed or will appoint a separate custodian (the "Custodian") to take possession of the cash, securities, and other assets in the Account. The Adviser will have no access to the assets in the Account or to the income produced therefrom and will not be responsible for any acts or omissions of the Custodian. The Custodian will send a monthly statement indicating all amounts disbursed from the Account (including the amount of any fees paid to Adviser), all transactions occurring in the Account during the period covered by the statement, and a summary of the Account positions and portfolio value at the end of the period. The Client has directed or will direct the Custodian to send copies of the Account statements to the Adviser, along with an indication that the statements have been sent to the Client.

**3. Reporting.** The Adviser will provide the Client with a quarterly Account statement which includes a summary of the portfolio activity, an inventory of holdings, performance report, and a quarterly market and economic summary. The client will also receive from Custodian a confirmation of each transaction executed for the Account. Following the end of each calendar year Clients with taxable accounts will receive a summary of realized gains, dividends, interest, and management fees.

**4. Fees.** The Account will be charged a quarterly investment advisory fee payable in advance. Advisor shall have the right to impose a minimum quarterly investment advisory fee. The fees to be charged to the Account are set forth in Exhibit A to this agreement. The quarterly investment advisory fee will be payable in advance upon deposit of any funds or securities in the account. The first quarterly investment advisory fee payment is due upon acceptance of this agreement and will be based upon the opening value of the Account. If a financial planning fee is applicable, it will also be due upon acceptance of this agreement. The first payment will be prorated to cover the period from the date the Account is opened through the end 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. The Adviser is authorized to invoice the Custodian directly for its fees, and will simultaneously send a copy of its bill to the Client. The Client will be responsible for verifying the accuracy of the fee calculation. The Custodian will not determine whether the fee is calculated properly. The Client agrees to instruct the Custodian to pay such fees directly to Adviser. The Client will be solely responsible for all commissions and other transaction charges and any charge relating to the custody of securities in the Account.

**5. Minimum Account Fee.** The minimum account fee is \$400 per quarter for each client with assets under \$500,000.

**6. Non-exclusive Relationship.** The Client acknowledges and agrees that the Adviser may act as an investment adviser to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Adviser's own account may differ from advice given or the timing and nature of action taken with respect to the Client's Account. The Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price. The Client also acknowledges that in managing the Account, the Adviser may purchase or sell securities in which the Adviser, its officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.

**7. Proxy Voting.** Unless the Client has delivered to the Adviser a proxy in the form required by the Adviser (APPENDIX C), the 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 within an Account. The Client expressly retains the authority and responsibility for, and Adviser is expressly precluded from, rendering any advice or taking any action with respect to the voting of any such proxies. With respect to any Account subject to the provisions of ERISA, this Agreement shall not be effective unless and until the Client has delivered to Adviser (i) a proxy in the form required by Adviser or (ii) a form acceptable to the Adviser and designating a named fiduciary as the Client's proxy.

**8. Assignment.** This agreement cannot be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services under the agreement.

**9. Termination.** This agreement may be terminated by either party at any time without penalty upon written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this agreement. Upon termination, it is the Client's responsibility to monitor the securities in the Account, and Adviser will have no further obligation to act or advise with respect to those assets. If the Client terminates this agreement within five business days of its signing, the Client will receive a full refund of all fees and expenses. If this agreement is terminated after five business days of its signing, any prepaid fees will be prorated and the unused portion will be returned to the Client.

**10. Representations.**

a. Adviser represents that it is registered as an investment adviser under the Investment Advisers Act of 1940 or any laws of any State and is authorized and empowered to enter into this agreement.

b. The Client represents and confirms that: (1) the Client has full power and authority to enter into this agreement, (2) the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law, or otherwise; and (3) this agreement has been duly authorized and will be binding in accordance with its terms.

c. If this agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser are within the scope of the services and investments authorized by the

governing instruments of, and/or laws and regulations applicable to, the Client and that such trustee or fiduciary is duly authorized to enter into and renew this agreement. The trustee or fiduciary shall provide Adviser with copies of the governing instruments authorizing establishment of the Account. The trustee or Fiduciary undertakes to advise Adviser of any material change in his or her authority or the propriety of maintaining the Account.

**11. Risk.** The Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. The Client represents that no party to this agreement has made any guarantee, either oral or written, that the 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. Nothing in this agreement shall constitute a waiver or limitation of any rights, which the Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

**12. Legal Proceedings.** Adviser shall have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies.

**13. Notice.** Any notice or other communication required or permitted to be given pursuant to this agreement shall be deemed to have been duly given when delivered in person, or sent by telecopy, sent by overnight courier, or three days after mailing by certified mail return receipt requested. All notices or communications to Adviser should be sent to the portfolio manager of the Account at Adviser's main address which is **400 North Tampa Street, Suite 1160, Tampa, Florida 33602**. All notices or communications to the Client will be sent to the address contained in the questionnaire pertaining to the Account.

**14. Applicable Law.** This agreement will be interpreted under the laws of the State of Florida, Pennsylvania, or Texas, depending on where the client is located, without reference to principles of conflict of laws, provided that there is no inconsistency with federal laws.

**15. Entire Agreement.** This agreement represents our 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.

**16. Validity.** If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this agreement.

**17. Disclosure Document.** Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

**18. Amendments.** Adviser shall have the right to amend this agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective 30 days after Adviser has notified the Client in writing of any change, or such later date as is established by Adviser.

**19. 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 pursuant to the rules, then applying, of the

American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. Any arbitration brought under this agreement shall be held in Hillsborough County, Florida, Kendall County, TX, or Cumberland County, PA, depending on where the client is located, and shall be governed by the laws of the applicable state. 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.

**SIGNATURE PAGE:**

**NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ON PAGES 5-6 AT PARAGRAPH 19.**

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Signature

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Strategic Investment Partners LLC**

**Authorized Corporate Officer**

\_\_\_\_\_ **Timothy J. McIntosh, President**

\_\_\_\_\_ Paul M. MacNamara, Sr. VP.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## EXHIBIT A

### SCHEDULE OF MANAGEMENT FEES

*Please Check Appropriate Management Style*

#### Strategic Equity Portfolios Fee Arrangement

<u>Portfolio Value Range</u>	<u>Annual Percentage</u>
\$0-\$250,000	1.50% (Strategic) + trading fees
\$250,000 - \$499,999	1.35% (Strategic) + trading fees
\$500,000-\$1,000,000	1.20% (Strategic) + trading fees
\$1,000,000 & above	Negotiable

#### Strategic Bond Portfolio Fee Arrangement

.75% (Strategic) + trading fees (if applicable)

#### Minimum Fee Arrangement

\$400.00/quarter (Strategic) + trading fees

\_\_\_\_\_  
Client Initials

## Exhibit B

### CLIENT PROFILE & SUITABILITY QUESTIONNAIRE

Date: \_\_\_\_\_

[ ] Check this box if we have a comprehensive financial plan on file. If yes, you only need to complete page one and two.

#### Account Holder

*Please supply the following information.*

Account Holder's Legal Name (*First/Middle/Last*)

\_\_\_\_\_

( Mr. Mrs. Miss Ms. Dr. Other \_\_\_\_\_ )

Account Holder's Nickname (*if applicable*)

\_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Birth Date \_\_\_\_\_

\_\_\_\_\_

Home Street Address (*P.O. Box not sufficient*)

\_\_\_\_\_

City/State/Zip \_\_\_\_\_

\_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Home Fax (\_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

Occupation

---

Employer Name *(If retired, unemployed or self-employed, please indicate.)*

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Employer Street Address *(P.O. Box not sufficient)*

---

City/State/Zip

---

Business Phone (\_\_\_\_\_) \_\_\_\_\_ Business Fax (\_\_\_\_\_) \_\_\_\_\_

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E-Mail Address \_\_\_\_\_ Mobile Phone (\_\_\_\_\_) \_\_\_\_\_

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How Often Do You Check Your E-Mail? (circle one)

Hourly Daily Weekly Monthly Never

Where would you like us to send your mail?

Home Business P. O. Box Number

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City/State/Zip \_\_\_\_\_

## **JOINT ACCOUNT HOLDER**

*Please supply the following information.*

Joint Account Holder's Legal Name *(First/Middle/Last)*

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( Mr. Mrs. Miss Ms. Dr. Other \_\_\_\_\_ )

Joint Account Holder's Nickname *(if applicable)*

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Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Birth Date \_\_\_\_\_

---

Home Street Address *(P.O. Box not sufficient)*

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City/State/Zip \_\_\_\_\_

Home Phone (\_\_\_\_\_) \_\_\_\_\_ Home Fax (\_\_\_\_\_) \_\_\_\_\_

Occupation \_\_\_\_\_

Employer Name *(If retired, unemployed or self-employed, please indicate.)* \_\_\_\_\_

Employer Street Address *(P.O. Box not sufficient)* \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Business Phone (\_\_\_\_\_) \_\_\_\_\_ Business Fax (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address \_\_\_\_\_ Mobile Phone (\_\_\_\_\_) \_\_\_\_\_

How Often Do You Check Your E-Mail? (circle one) Hourly Daily Weekly Monthly  
Never

Where would you like us to send your mail?

Home Business P. O. Box Number \_\_\_\_\_

City/State/Zip \_\_\_\_\_

## **TRUST OR PENSION ACCOUNT INFORMATION**

Corporate or Trust Account Only

Tax ID Number: \_\_\_\_\_ - \_\_\_\_\_

Trust start date: \_\_\_\_\_

Name of Corporation or Trusts \_\_\_\_\_

Received corporate resolution or verification of trustee: Y / N / NA (*Circle one*)

Received verification that trust can hire investment advisor: Y / N / NA (*Circle one*)

## **RISK TOLERANCE QUESTIONNAIRE**

*(Please circle or check the appropriate answer)*

### **What is your investment time horizon?**

3 Years 5 Years 10 Years 15 Years +

### **How important is stability of income to you?** (Income generated from this account)

Very important      Somewhat Important      Not Very Important

### **What is your primary investment objective?**

- Safety or principal
- Current income with potential for above-average returns
- Tax-free income
- Long-term growth of capital and income

### **What is your tolerance for volatility?**

- I prefer safety of principal, even if it means sacrificing returns
- I would like above-average return, and I can accept principal fluctuations
- I am comfortable maximizing my returns and can tolerate wide fluctuations of principal.

### **Have you ever invested in stocks, mutual funds or bonds?**

- No, and I am not comfortable with investing
- No, but I am interested in learning about it
- Yes, but I was not comfortable with investing
- Yes, and I was comfortable with stocks
- If no, why?

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### **How have you currently invested most of your investment dollars?**

- CDs and/or saving accounts
- Governmental/corporate/municipal bonds
- Mutual funds -- stocks and/or bond

Individual stocks

**What is your employment status?**

Employed – full time or part time (circle one)

Self-employed

Retired

Not employed

**APPENDIX C**

**PROXY DESIGNATION AND NOTICE**

Date: \_\_\_\_\_

To: \_\_\_\_\_

*Exact name of the brokerage firm*

From: \_\_\_\_\_

*Client*

**Re: Proxies, Annual Reports, and Related Materials**

I hereby designate Adviser (identified below), the investment adviser for my account (account number \_\_\_\_\_), to receive proxy soliciting materials, annual reports, and other materials relating to the securities held in my account and to vote proxies for such securities. I understand that my designation, contained herein, can be revoked at any time by written notice to you.

Sincerely,

Client: \_\_\_\_\_

Client: \_\_\_\_\_

**Advisor:**

Strategic Investment Partners LLC

400 North Tampa Street

Suite 1160

Tampa, FL 33602

(813) 973-1100