

ETHOS ADVISORY SERVICES
28 County Road, Suite One
Essex, MA 01929-1127

INVESTOR AGREEMENT

This agreement sets forth the nature and limitations of the investment advisory services to be provided by Ethos Advisory Services, (Advisor) and _____ (Client). Advisor is in the business of providing investment advice and you (Client) desire Advisor to provide investment advice. Therefore, the parties mutually agree to the following:

1. Services of Advisor. By execution of this agreement, Advisor accepts the appointment as investment advisor and agrees to provide investment advisory services, including ongoing management services, to the Client in accordance with the investment objectives of Client communicated to advisor pursuant to paragraph 3.
2. Authority. Advisor, with respect to the assets in the account of Client, does not have authority without prior consultation with Client to: (i) buy, sell, exchange, convert and otherwise trade in securities, including money market instruments; and (ii) place orders for the execution of such securities transactions with or through such brokers, dealers or issuers as Advisor may select.
3. Investment Objectives and Restrictions. Client acknowledges responsibility to inform Advisor of Client's investment objectives, time horizon, risk tolerance, goals, and objectives, and any changes in them. Advisor will notify client in writing at least quarterly that they are responsible for this notification.
4. Standard of Care. It is agreed that the sole standard of care imposed upon Advisor by this Agreement is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
5. Other Advisors. Client is free to obtain legal and accounting services from any professional source to assist in the implement of the recommendations of Advisor. Client will retain absolute discretion over all investments and implementation decisions. Advisor shall cooperate with the attorney or accountant chosen by the Client with regard to implementation of any recommendations. It is understood and agreed that Advisor is not qualified to and will not render any legal advice nor prepare any legal documents for the implementation of any financial or investment related recommendations.
6. Registration. Advisor is registered with the state of Massachusetts as an investment advisor under the Investment Advisors Act of 1940.
7. Fees. For its services hereunder,
 - (a) The Client shall pay an analysis fee of _____, not to exceed 1.00% of assets. This fee shall be waived upon investment of assets for a minimum period of twelve (12) months utilizing Ethos Advisory Services. If termination occurs prior to the twelve (12) month period that follows the date of investment, this fee will be assessed to the account.
 - (b) The Client shall pay an annual asset management fee of _____ for advisory services equal to an annual rate not to exceed 1.25% of assets under management. One fourth of this fee shall be debited from client account quarterly.
 - (c) The fee shall be calculated each calendar quarter based upon the market value of the assets under management and one-fourth of the annual percentage fee charged.
 - (d) For purposes of valuation, securities of regulated investment companies (mutual funds) shall be valued at their net asset value at the close of business on the date of valuation and securities for which market quotations are readily available will be valued at current market value in the market in which they are principally traded.
 - (e) The Advisor will render statements of fees after the end of each calendar quarter and the Client will have these fees deducted from their account.
 - (f) Client shall pay a hourly fee of \$_____, not to exceed \$250.00 per hour for services when Ethos Advisory Services does not have client's assets under management. Client will receive an invoice for services. Ethos Advisory Services will charge for all activities undertaken in providing financial planning or recommended asset management services to clients under this agreement.

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8. Confidential Relationship. All information and advice furnished by either party to the other under this Agreement shall be treated as confidential and shall not be disclosed to anyone else except as required by law.
9. Brochure. In accordance with Rule 204-3 under the Investment Advisors Act of 1940 (the "Act"), Advisor has furnished to the Client its ADV Part II. Client acknowledges receipt.
10. Service to Other Clients. It is understood that Advisor performs investment advisory services for various clients. Client agrees that Advisor 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 Client, so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities over a period of time on a fair and equitable basis relative to other clients. Advisor shall not have any obligation to purchase or sell, or to recommend for purchase or sale, any security which Advisor, its principals, affiliates or employees may purchase or sell for its own accounts or for the account of any other client, if in the opinion of Advisor such transaction or investment appears unsuitable, impractical or undesirable for the account.
11. Allocation of Brokerage. If Advisor places orders for the execution of portfolio transaction for the Account, Client understands that Advisor may allocate such transactions to such brokers and dealers for execution on such markets, at such prices and at such rates as in the good faith judgment of Advisor will be in the best interest of the client, taking into consideration not only the available prices and rates of brokerage fees, but also other relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers, or dealers which are expected to enhance the general portfolio management capabilities of Advisor, the value of an ongoing relationship of Advisor with such brokers and dealers and the administrative convenience of use of a single broker for multiple clients), without having to demonstrate that such factors are of a different benefit to the account.
12. Inside Information. Advisor shall have no obligation to seek to obtain any material non-public ("inside") information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for Client the securities of any issuer on the basis of any such information as may come into its possession.
13. Proxies. Advisor 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.
14. Termination. Either the Client or the Advisor may terminate or amend this Agreement at will by written notice to the other to that effect. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of Advisor's and Client.
15. Assignment. In accordance with the provisions of the Act, Advisor agrees that it will not assign this contract without the Client's consent.
16. Advice and Recommendations. Client acknowledges that advisor does not provide legal advice, and will not advise client concerning the nature, potential value or suitability of any unsolicited security transaction or investment strategy and client agrees to hold harmless from any liability, financial or otherwise, as a result of any losses client may suffer with respect to such transaction or strategy.
17. Agreement To Arbitrate Controversies
 - 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.
 - 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.

Client agrees that any controversy relating to any of their accounts or any agreement that client has with advisor will be submitted to arbitration conducted only under the provisions of the constitution and rules of the New York Stock Exchange, Inc. or pursuant to the code of the arbitration of the National Association of Securities Dealers, Inc. Arbitration must be initiated by service upon the other party of a written demand for arbitration or notice of intention to arbitrate. Judgment, upon any award rendered by the arbitrator, may be entered in any court having jurisdiction. No

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person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

- 18. Miscellaneous. Any investment products purchased by Client are not bank deposits, the obligations of, or guaranteed or endorsed by Ethos Advisory Services or any bank. These products are not insured by, guaranteed by, obligations of, or otherwise supported by the U.S. Government, Federal Reserve Bank, the Federal Deposit Insurance Corporation or any government agency.

Client understands that any investment products purchased are subject to investment risk, including possible loss of principal.

Client agrees with the scope and terms of this Investment Advisory Agreement and has read ADV Part II and Schedule F.

Accepted this _____ day of _____ 20__.

By:

Client Signature

Client Signature

Ethos Advisory Services Authorized Signature

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