

Ardent Wealth Advisory, LLC

CLIENT INVESTMENT ADVISORY AGREEMENT

Physical Address

*9450 Sir Michael Lane,
Mechanicsville, VA 23116
Phone: (804) 405-3819
Fax: (804) 789-1002
Email: Tim@ardentwa.com*

Mailing Address

*9555-B Kings Charter Dive
Ashland, VA 23005
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Ardent Wealth Advisory, LLC

Client Investment Advisory Agreement

Version Date: 03/28/2017

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Ardent Wealth Advisory, LLC ("AWA") on the following terms and conditions.

- ***Appointment of AWA***

Client hereby appoints AWA as Investment Adviser for the Account. AWA shall supervise and direct the investments of and for the Account, subject to the objectives set forth in Client's written Investment Policy Statement attached hereto as Exhibit I. Client agrees to promptly notify AWA in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account, and to provide AWA with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

- ***Services by AWA***

By execution of this Agreement, AWA hereby accepts the appointment as Investment Adviser for the Account and agrees, as of the effective date set forth in the signature page below, 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 AWA from time to time; and
- appraise and review, at least annually during the period of this Agreement, investments of the Account, as initially accepted by AWA, together with all additions, substitutions and alterations thereto.

It is understood and agreed that AWA, 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.

- ***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 "Custodian"). The

Custodian at the time this Agreement is executed is identified in Exhibit III attached hereto. All funds/securities will be delivered between Client and the Custodian only. Instructions of AWA to either the Client or the Custodian with respect to investments, shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of Client's Custodian changes, then Client will provide AWA with prompt, written notice of the change. Client hereby authorizes AWA to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time, with respect to the Account.

- *Service to Other Clients*

It is understood that AWA performs investment advisory services for various Clients and that the services provided by AWA are offered/rendered on a non-exclusive basis. Client agrees that AWA may give advice and act 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 AWA'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 AWA any obligation to acquire for the Account a position in any security which AWA, 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 AWA, it is not for any reason practical or desirable to acquire a position in such security for the Account.

- *Client Accounts*

Client has opened or will open an account with a Custodian for the execution of securities transactions and custodial services. The Custodian is identified in Exhibit III attached hereto.

- *Inside Information*

AWA shall have no obligation to seek to obtain any material non-public ("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 based on any such information as may come into its possession.

- *Liability*

AWA shall not be liable to 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.

- *Proxies*

It is the policy of AWA to vote proxies in the interest of maximizing value for AWA's Clients. Proxies are an asset of a Client, and are treated with the same care, diligence, and loyalty as any asset belonging to a Client. AWA assumes voting responsibility for all Client accounts, and will ask for, and accept, voting authority for Client securities.

AWA will vote or withhold a decision to vote Client proxies in a way that it believes, consistent with its fiduciary duty, will cause the value of the issue to increase the most or decline the least. AWA will generally cast votes for all shares for which it has voting authority, and will do so based upon its fiduciary duties, in conjunction with Glass, Lewis & Co.'s (Glass Lewis) recommendations. (Glass Lewis is a leading provider of governance services that support engagement among institutional investors and corporations through its research, proxy vote management and technology platforms. A copy of Glass Lewis' most recent recommendations used in consideration for proxy voting methodology, is available upon Client request to AWA).

AWA will receive proxies directly from the issuer of the security or the Custodian.

AWA recognizes that conflicts of interest may arise for a variety of reasons, and AWA will reasonably try to assess any material conflicts between AWA's interests and those of its Clients with respect to proxy voting. If AWA detects a conflict of interest, AWA will use pre-determined guidelines and their research, and make an objective voting decision.

Clients may review Advisor's complete proxy voting Policy & Procedures, and Advisor voting methodology, upon request. AWA will furnish the information requested, free of charge, to the Client within a reasonable time (generally within 10 business days). AWA will maintain a copy of the written record provided in response to Client's written (including email), or oral request. Clients are permitted to request the proxy voting record for the five-year period prior to their request.

- *Fees*

The compensation of AWA 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 Agreement, with signatures from both parties evidencing acceptance of the new fees.

- *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 Custodian. 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 AWA 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 AWA and Client to reflect its fair market value.

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

The following language of this section applies only if your Account is for a (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"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that AWA has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain AWA. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to AWA the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects AWA's rights or obligations, then the amendment will be binding on AWA only when agreed to by AWA in writing. If the Account contains only a part of the assets of the plan, then Client understands that AWA will have no responsibility for the diversification of all the plan's investments and that AWA will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by AWA, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers AWA and affiliated persons of AWA.

• ***Representations by AWA***

By execution of this Agreement, AWA represents and confirms that it is registered as an Investment Adviser or exempt from registration pursuant to applicable laws and regulations.

- ***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 immediately terminated by either party by giving to the other party written notice.

- ***Notices***

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to AWA at the address set forth on the cover page of this Agreement 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.

- ***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 Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

- ***Exhibits.***

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - AWA Client Investment Policy Statement

Exhibit II - AWA Schedule of Fees

Exhibit III - AWA Identification of Custodian

- ***Consent to Electronic Delivery***

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from AWA. These items may include but are not limited to: all statements or reports produced by AWA; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that AWA chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify AWA of any changes to Client's e-mail address shown below or other electronic delivery address.

- *Assignment*

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party 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.

- *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 AWA's Privacy Policy Statement.

- *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 AWA written notice in accordance with the termination provisions of this Agreement.

- *Title to Assets*

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

- *Market Conditions*

Client acknowledges that AWA's past performance and advice regarding Client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** AWA does not guarantee or warrant that services offered will result in profit.

(Continued to following page for Signatures.)

• **Authority**

(Discretionary Investment Management)

_____/_____. Except as otherwise set forth in this Agreement, Client authorizes AWA to investigate, purchase, and sell on behalf of Client, various securities and

• **Receipt**

_____/_____. Client acknowledges receipt of Form ADV Parts 2A and 2B and AWA's Privacy Policy Statement.

IN WITNESS, THEREOF, the parties have executed this Agreement on the date stated below.

Client Name *(Please print below.)*

Ardent Wealth Advisory, LLC Representative

Client Signature *(Please sign below.)*

AWA Representative Signature & Date

Date

Date

Client Contact Information	<i>(Please complete below.)</i>
Street Address	
City, State & Zip Code	
Telephone #	
Email Address	

Exhibit I

Ardent Wealth Advisory Client Investment Policy Statement

Personal Information

- First name:
- Last name:
- 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) you own: (\$)?
- What are your current annual income needs from investments? (\$)
- What is your desired retirement age?
- What are your desired levels of liquidity?

Risk Tolerance & Investment Objectives

- Please select what you would rather have in your investments:
 - Growth with high volatility
 - Moderate Growth with little volatility
 - Some Growth with minimal volatility
- What is your desired annual rate of return?
 - 0-2.5%
 - 2.5-5%
 - 5-7.5%
 - 7.5-10%
- For how many years, if any, have you owned each of the following types of investments?

Mutual Funds	Variable Annuities
Stocks	ETFs
Bonds	REITs
Options	Limited Partnerships/Private Placements

Exhibit II

Ardent Wealth Advisory Fee Schedule

The following are the fees charged by Ardent Wealth Advisory, LLC for services provided (*Client Advisory Fee Schedule Agreement Signatures reflected on following page*):

Wrap Fee Portfolio Management Services Fees

Portfolio Management Accounts under the Wrap Fee program will not have to pay for transaction or trading fees. AWA will charge Clients one fee, and pay transaction fees using the Advisory fee collected from the Client. Certain other fees are not included in the Wrap Fee and are paid for separately by the Client. These include, but are not limited to, margin costs, charges imposed directly by a mutual fund or exchange traded fund, deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

Total Assets Under Management	Annual Fees*
\$5,000 - \$200,000	1.75%
\$200,001 - \$500,000	1.50%
\$500,001 - \$1,000,000	1.25%
\$1,000,001 - \$2,000,000	1.00%
\$2,000,001 - \$3,000,000	0.90%
\$3,000,001 - And Up	Negotiable

* There is a minimum annual fee of \$5,000.

Non-Wrap Fee Portfolio Management Services Fees

Non-Wrap Fee accounts are responsible for the payment of all third-party fees (*i.e.*, custodian fees, brokerage fees, mutual fund fees, transaction fees, etc.). Those fees are separate and distinct from the fees and expenses charged by AWA.

Total Assets Under Management	Annual Fees
\$50,000 - \$500,000	0.70%
\$500,001 - \$1,000,000	0.55%
\$1,000,001 - \$3,000,000	0.45%
\$3,000,001 - \$5,000,000	0.35%
\$5,000,001 - and up	0.25%

UPDATED: 03/28/17

For purposes of determining the market value of the assets upon which the advisory fee is based, for all accounts, AWA uses an average of the daily balance in the Client's account throughout the billing period, after taking into account deposits and withdrawals. Fees are paid in monthly arrears.

AWA 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 the Client. There is an account minimum of \$50,000, which may be waived by AWA in its discretion.

/ AWA is authorized to withdraw fees directly from the Account.

/ By initialing here, Client agrees to the fee of:

Exhibit III

Ardent Wealth Advisory Identification of Custodian

Custodian or other Authorized Third-Party	TD Ameritrade Institutional
Mailing Address - Standard Mail	TD Ameritrade Institutional PO Box 650567 Dallas, TX 75265-0567
Mailing Address - Overnight Mail	TD Ameritrade Institutional 7801 Mesquite Bend Drive, Suite 112 Irving, TX 75063-6043
Telephone	(800) 431-3500

Please Note: A copy of the Custodian's Agreement is not attached as part of this Exhibit III.