



Garrett Investment Advisors, LLC

Client Services Agreement: Financial Planning and Investment Consultation Services

This Client Services Agreement ("Agreement") is entered into between the client identified on the signature page to this Agreement ("you" or the "Client") and Garrett Investment Advisors, LLC ("we," "us" or the "Firm") on the date it is executed by both parties on the signature page (the "Effective Date"). If you have any questions about the content of this Agreement, you should discuss them with us or your legal counsel before you sign this Agreement.

SERVICES

You have engaged us to perform the services specified in the Addendum (the "Services"). We will not provide you with any other services under this Agreement unless modified in writing by both parties' to the Agreement. You understand that information regarding specific issues not revealed to or analyzed by us may have a direct impact on the appropriateness, suitability, and/or accuracy of specific recommendations given to you.

We will provide the Services as either a One-Time engagement or an Ongoing engagement. Please select one:

_____ **One-Time Engagement:** This means that this Agreement starts on the Effective Date and continues until the later of _____ or the date our Services are delivered to you (unless sooner terminated as provided in "Termination" below). You may elect to re-engage us for similar or additional services in the future by executing a new Addendum.

_____ **Ongoing Engagement:** This means that we will continue to provide the Services beginning on the Effective Date and continuing for a period of ____ months, with the term of this Agreement thereafter automatically extending by successive ____ month periods, until this Agreement is terminated as provided in "Termination" below.

FEES

You agree to pay us the fees for our Services in the amount and in the manner indicated in the Addendum (the "Fees"). You acknowledge and agree that the Fees will be in effect until 60 days after we notify you of any change in our standard fee schedule.

INVESTMENT AUTHORITY

We will not provide ongoing investment supervisory services or portfolio management under this Agreement, and we will not have any discretion with respect to your assets or accounts. If we assist in any transactional support, such assistance will be limited to helping you make trades in your own account(s).

SERVICE PROVIDER FEES

Any transactional or custodial fees assessed by your selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by you and are as provided in the separate fee schedule of the selected service provider. Our Fees for the Services are separate from any charges you may pay for mutual funds, exchange-traded funds or other investments, brokerage and other transactional fees, custodial fees and other expenses incurred in connection with transactions you engage in.

TERMINATION

Either party may terminate this Agreement at any time by providing written notice to the other party. Pursuant to the Investment Advisers Act of 1940 ("Advisers Act"), if the Firm's Form ADV Part 2A disclosure brochure was not delivered to the Client at least 48 hours prior to entering into the Agreement, then the Client has the right to terminate the engagement without penalty within five business days after entering into the Agreement.

Upon termination in any other circumstance, you will be assessed fees on a prorated basis for Services provided and/or work performed until the date of termination. In the case of prepaid Fees, we will promptly return the unearned amount upon receipt of written termination notice. We will not be responsible for any future allocations, transactions or advice upon termination.

CUSTODIAN

The Client's Assets shall be held by an independent custodian of the Client's selection, not by our Firm.

If the client prefers that the Firm's Fees be deducted from the Client's account, the Client will be required to authorize, in writing, the selected Custodian to deduct the Firm's advisory fees, any applicable transaction charges, etc., from the Client's account(s) and all such fees will be clearly noted on Client's account statement provided by the Custodian. The Firm will also provide the Client a written notice of the fees to be deducted from the account that will include the total amount to be deducted as well as the covered time period, calculation formula utilized, and any other applicable factors on which the fee was based.

CLIENT REPRESENTATIONS

You represent to us, acknowledge and agree to the following and understand and agree that we are relying on these representations as an inducement to enter into this Agreement:

- You are legally empowered to enter into and perform this Agreement.
- You will provide us with the information we need to provide the Services.
- The responsibility for financial decisions is yours and you are under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by us.
- We perform services for other clients and may make recommendations to those clients that differ from the recommendations made to you, and we do not have any obligation to recommend for purchase or sale any security or other asset we may recommend to any other client.
- We obtain information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which we provide; the information and recommendations we develop are based on our judgment and the information you provide us.
- We are not obligated to provide any Services under this Agreement with or for you if, in our judgment, it would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by us from time-to-time relating to business conducted with our clients.
- All investments involve risks and some investment decisions will result in losses, including the potential for the loss of your principal that has been invested. You understand that we cannot guarantee the performance of any investment or account, or that your investment objectives will be achieved.
- If your Account contains only a part of your assets, you understand that we will have no responsibility for the diversification of all of your investments, and that we will have no duty, responsibility or liability for your assets that are not in the Account.
- We will not be liable for any loss incurred as a result of the Services provided to you. Nothing in this Agreement will in any way limit or waive any rights you may have under federal or state securities laws.

If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Services to be provided by us are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to you, and that such trustee or fiduciary is duly authorized to enter into this Agreement.

CONFIDENTIALITY OF INFORMATION

We will regard any information provided by you as confidential and all Services provided by us are confidential, with disclosure only upon such terms and to such parties as designated by the parties or as required by law. Further, you acknowledge you have received our Privacy Policy statement that is included in our Form ADV Part 2A disclosure brochure ("Brochure").

Notwithstanding the foregoing, you authorize us to provide this Agreement and other necessary information about you to the Custodian or other service providers engaged by you in order to carry out the services for which you have engaged us. In addition, you authorize us to discuss, disclose and provide confidential Client information to outside attorneys, auditors, consultants and any other professional advisers retained by us to assist us in our provision of the Services.

MULTIPLE CLIENTS

In the event the Client is more than one individual, we are authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless we receive the accountholder's prior written approval.

ELECTRONIC DOCUMENT DELIVERY

Whenever practical, documents and information will be electronically delivered to you. Such documents and information include service agreements, account information, forms, revised firm disclosures, and various types of general client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, and secure data transmission services. The sending of the electronic messages and/or information constitutes delivery of the information, regardless of whether you choose to read it. You may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to us at our main office. However, since we have priced our Services based on the considerable savings of electronic delivery, we reserve the right to charge an administrative fee and postage if paper documents are required. You agree to keep a current, functional e-mail address and will update information with us immediately if an e-mail address or any other contact information changes.

PROXY VOTING

Client or Client's authorized representative retain the right and obligation to vote any proxies relating to the securities held in the Account(s) to the extent consistent with applicable law; provided, however, that Client or Client's authorized representative may delegate such rights and obligations to any other properly authorized agent. We will not take any action or render any advice with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in an Account, except to the extent otherwise required by law. If this Agreement is entered into by a trustee or other fiduciary on behalf of an employee retirement income plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), including a person meeting the definition of "fiduciary" under ERISA, the trustee or other fiduciary expressly retains the right and obligation to vote proxies, and agrees that we and our representatives are precluded from voting proxies for the plan.

REGISTRATION

We are registered as an investment adviser with the United States Securities and Exchange Commission.

ASSIGNMENT

We will not assign (as that term is defined in the Advisers Act) this Agreement to any other party without your written consent.

DEATH OR DISABILITY

If the Client is a natural person, the death, disability or incompetency of the Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the Firm.

OTHER SERVICES

You acknowledge that we do not and will not practice law or accounting when providing advice to you or in the preparation of a financial plan. You understand that none of the Fees paid under this Agreement relate to accounting or legal services and that it is your responsibility to obtain accounting or legal advice if necessary.

ERISA ACCOUNTS

You represent that we have been furnished true and complete copies of all documents establishing and governing the plan and evidencing your authority to retain us. You will furnish promptly to us any amendments to the plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on us only when agreed to by us in writing. If ERISA or other applicable law requires bonding with respect to the assets in the Account, you will obtain and maintain, at your expense, bonding that satisfies this requirement and covers us and our affiliated persons.

CLIENT RECEIPT OF INFORMATION

You acknowledge that you have received and reviewed a copy of our ADV Part 2A Disclosure Brochure and our Privacy Policy contained in that Brochure.

TRUST DOCUMENTATION

If the Client is a trust, the Client represents that it has provided us with a copy of the trust agreement. If such trust agreement is later amended, the Client agrees to provide us with a copy of each such amendment within seven business days after the amendment has been executed. Furthermore, the trustee or other fiduciary of the trust agrees to immediately disclose to us of any material change in his or her authority or the propriety of maintaining the Account.

LIABILITY AND INDEMNIFICATION

Neither we nor our investment adviser representatives or affiliates will be liable for any loss, liability or taxes resulting from any act or omission of such parties in their exercise of the powers vested under the terms of this Agreement that do not result from any such party's bad faith or willful misconduct. You agree to indemnify and hold us and our affiliates harmless from and to reimburse such parties for any expenses (including our compensation) and liabilities incurred by them while acting in accordance with the terms of this Agreement and which do not result from their bad faith or willful misconduct.

DISPUTE RESOLUTION

If a dispute arises under this Agreement, we encourage you to first contact your investment adviser representative, and then our home office to resolve it. If those discussions do not resolve the matter, then the dispute will be resolved by entering into mediation with a third party mediator acceptable to both of us. If mediation does not resolve the matter, the parties agree to settle by arbitration any controversy between them that arises out of this Agreement or any related transactions contemplated hereby between the parties. Arbitration can be a more efficient and cost-effective method than litigation to resolve disputes.

Such arbitration will be conducted in Johnson County, Kansas by a panel of three arbitrators (the "Panel"). Arbitration shall be conducted by, and according to the American Arbitration Association® commercial rules then in effect. Arbitration may be initiated by serving or mailing a written notice to the non-initiating party.

The parties acknowledge the following with respect to this arbitration clause:

- (a) Arbitration is final and binding;
- (b) Each party is waiving their right to seek remedies in court, including a right to a jury trial;
- (c) Pre-arbitration discovery is generally more limited than and different from court discovery proceedings;
- (d) The Panel's 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 Panel is strictly limited;
- (e) The Panel must include at least one arbitrator who was or is affiliated with the securities industry.

Any award the Panel makes will be final and judgment on it may be entered in any court having jurisdiction. The prevailing party shall be entitled to reasonable attorney's fees together with any costs and expenses from arbitration.

This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal law, including the Federal Arbitration Act. 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. You understand that nothing in this Agreement modifies any rights you may be afforded under the federal securities laws, including the Advisers Act, which rights include the right to choose arbitration or adjudication to resolve disputes.

MISCELLANEOUS

The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. This Agreement shall be governed by the laws of the State of Kansas, without regard to that state's conflicts of laws provisions.

_____		_____
Client (1) Signature	Client (2) Signature	Date
_____		_____
Print Client (1) Name	Print Client (2) Name	
_____		_____
Title	Title	
_____		_____
Client (1) Email Address (If consenting to electronic delivery)	Client (2) Email Address (If consenting to electronic delivery)	

I/we opt-out of consent to electronic delivery of documents:

Signature (If opting out of electronic delivery. If there is more than one client, opt-out applies to all.)

To Client: _____
Street Address City/State/Zip Code

To Firm: Garrett Investment Advisors, LLC
Attn: Chief Compliance Officer
PO Box #5300
Emerald Isle, NC 28594-1905

By: _____
Firm Principal Date Printed IAR Name



Addendum - Financial Planning and Investment Consultation Services

☐ Cash Flow Analysis ☐ Retirement Planning ☐ Education Funding
☐ Estate Planning ☐ Risk Management ☐ Investment Education
☐ Portfolio Monitoring ☐ Asset Selection ☐ Income Tax Return Preparation*
☐ Investment Analysis and Strategies ☐ Other: _____

**Preparation of income tax returns is offered by some but not all of the Firm's advisors.*

FEES

☐ **Hourly Fees:** Total fee estimate is \$ _____. Hourly services fees are based on a rate of \$ _____ per hour, billed in six-minute increments, and a partial increment will be treated as a whole. An initial deposit of \$ _____, which is equal to the lesser of \$500 or one-half of the estimated fee range, ____ is/____ is not due upon signing of this Agreement.

☐ **Fixed Fee Due in Full:** The fixed fee takes into consideration factors such as the estimated amount of time dedicated to the engagement as well as the complexity of the project and client financial profile, the associate with whom you are working and their experience level, and other support services required. The Client's fee for this engagement is \$ _____ and is due at the end of the engagement.

☐ **Fixed Fees In Arrears:** The fixed fee takes into consideration factors such as the estimated amount of time dedicated to the engagement as well as the complexity of the project and client financial profile, the associate with whom you are working and their experience level, and other support services required. The Client's fee for this engagement is \$ _____. An initial deposit of \$ _____, which is equal to the lesser of \$500 or one-half of the estimated fee range, is due upon signing of this Agreement.

☐ **Fixed Fee In Advance:** This option is available for long-term services only. The fixed fee takes into consideration factors such as the estimated amount of time dedicated to the engagement as well as the complexity of the project and client financial profile, the associate with whom you are working and their experience level, and other support services required. The Client's Fee for this engagement is \$ _____ per year, payable with an up-front retainer of \$ _____ and the balance in installments of \$ _____ per ____ month or ____ quarter.

FEE PAYMENT

Please select one of the following:

☐ **Debit fees directly from Client Account.** The Client will authorize the Custodian to remit fees directly to the Firm. Client will receive an invoice denoting the time period covered, the value of the assets under management, if applicable, the calculation formula and fee to be deducted.

☐ **Invoice Client.** The Firm will invoice the Client for fees due. Client will receive an invoice denoting the time period covered and the fee to be deducted. Payment is due upon receipt of invoice. Client will pay by: ____ 1-time ACH ____ Recurring ACH ____ 1-time credit/debit ____ Recurring credit/debit ____ Check

[Signature Page Follows]

Client Signature		Client Signature	Date
Print Client Name		Print Client Name	
By:			
Firm Principal	Date	Printed IAR Name	