

Account Number(s) _____

INTELLIWEALTH FINANCIAL ADVISORS, LTD.
INVESTMENT ADVISORY AGREEMENT
Pathway Complete
(DISCRETION)

RE:

(Name of Account)

Ladies and Gentlemen:

The undersigned _____ ("Client"), being duly authorized, hereby employs IntelliWealth Financial Advisors, Ltd.(IntelliWealth), as Adviser and David A. Boden CPA CFP (Representative) as Adviser Representative for the Account referred to above (the "Account") on the following terms and conditions:

1. Term. This Agreement shall commence on date hereof and shall terminate upon written notice by either party.
2. Authority. Adviser will have the following power and authority with respect to the Account. It shall supervise and direct the investments of and for the Account on a discretionary basis without prior consultation with Client; subject, however, to such limitations and restrictions as Client may impose herein, or may hereafter impose by notice in writing to the Adviser. This discretionary authority makes Adviser the agent and attorney-in-fact with full power and authority in connection with the Account (a) to buy, sell, exchange, convert and otherwise trade in any and all stocks, bonds, and other securities as Adviser may select; and (b) to establish and deal through accounts with one or more securities brokerage firms, dealers or banks as the Adviser may select, except that Client, in compliance with the conditions specified in this Agreement, may designate specific brokers or dealers or designate the use of a broker or dealer as custodian of the Client's assets, through which the Adviser will effect transactions. In such Client-directed brokerage arrangements, the Client's Account will be charged transaction commissions at a rate agreed upon between the Client and the broker or dealer. Refer to Form ADV, Part II for discussion of such arrangements. This discretionary authority shall remain in full force and effect until Adviser receives written notice from the Client of its termination or until the Adviser receives actual notice of the Client's death or adjudicated incompetence. At no time will IntelliWealth execute an agency cross transaction with another IntelliWealth client for the Account without specific written instructions from the Client
3. Services of Adviser. By execution of this Agreement, Adviser accepts the appointment as Investment Adviser and agrees to direct the investments of the Account. Adviser or custodian will render to Client a quarterly written statement of the investments of the Account. It is agreed that the sole standard of care imposed upon Adviser 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. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party.
4. Transaction Procedure. All transactions will be consummated by payments to, or delivery by, Client, or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Adviser shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or the Custodian. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Adviser.
5. Reports to Adviser. Clients will instruct the Custodian to provide Adviser with such periodic

statements concerning the status of the Account as Adviser may reasonably request.

6. Confidential Relationship. All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

7. Service to Other Clients. It is understood that Adviser performs investment advisory services for itself, its officers, directors and shareholders as well as various other clients. Client agrees that Adviser may give advice 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. It is understood that Adviser shall not have any obligation to recommend for purchase or sale for Account any security, which Adviser, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client.

8. Fees. The compensation to Adviser for its services under this Agreement shall be calculated and paid in accordance with the attached Schedule of Fees which may be amended from time to time by Adviser upon thirty (30) days written notice to Client. A copy of the commencing fee schedule is attached hereto as Exhibit A.

Any applicable state or local taxes will be debited when fees are paid in accordance with Exhibit A.

By accepting this Agreement the Client authorizes IntelliWealth to debit fees directly from Clients' Account.

The Adviser will not be compensated on the basis of a share of capital gains or capital appreciation of the funds or any portion of the Client's funds.

Should either party terminate this Agreement a pro-rata refund of fees paid to IntelliWealth will be made.

9. Valuation. In computing the market value of any investment of the Account, each security listed on any national securities exchange shall be valued at the last quoted price on the valuation date of the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by Adviser to reflect its fair market value.

10. Investment Objectives and Restrictions. It will be Client's responsibility to advise Adviser on the investment objective of the Account and of any changes or modifications therein as well as any specific equity investment restrictions.

11. Termination: Assignment. This Agreement may be terminated at any time by either party's giving to the other written notice of such termination. Adviser will not accept any termination instructions, including account liquidation instructions, unless provided in writing by the Client. Fees paid in advance hereunder will be prorated to the date of termination specified in the notice of termination, and any unearned portion thereof will be refunded to Client. No assignment, as that term is defined in the Investment Advisers Act of 1940 ("the Advisers Act"), of the Agreement shall be made by Adviser without written consent of Client. To the extent not contrary to any provision of this Agreement or the Advisers Act, this Agreement shall be binding on the heirs, assigns, personal representative, executor, and administrator of the Client.

12. Notices. Unless otherwise specified herein, all notices, instructions, and advice with respect to any matters contemplated by this Agreement shall be deemed duly given when received in writing by Adviser at the address written below or when deposited by first class mail addressed to (or delivered by hand to) Client at the address appearing below and to the Custodian at such address as it may specify to Adviser in writing, or at such other address or addresses as shall be specified, in each case in the notice similarly given. Adviser may rely upon any notice from any person reasonably believed by it to be genuine and authorized.

13. Proxies and other Legal Notices. IntelliWealth and its clearing firm will not be required to take any

actions or render any advice with respect to voting of proxies solicited by or with respect to, the issuers of any securities held in the Account, nor will it be obligated to render any advice or take any action on behalf of Client with respect to securities or other investments held in the Account, or issuers thereof, which become the subject of any legal proceeding, including bankruptcies

14. Representations by Client. Client represents and confirms that the employment of Adviser is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, and (b) Client will deliver to Adviser such evidence of such authority as Adviser may reasonably require, whether by way of a certified resolution or otherwise.

15. Representations by IntelliWealth. The Adviser represents that it is registered as an investment Adviser under the Investment Advisers Act of 1940 and acknowledges that, with respect to the Client's Account (if it is a covered employee plan), the Adviser is a "Fiduciary" and "Investment Manager" as defined in sections 3(21)(A) and 3(38) of the Employee Retirement Income Security Act of 1974.

16. Non-Exclusive Contract. Adviser acts as Adviser to other clients and may give advice, and take action, with respect to any of those which may differ from the advice given, or the timing or nature of action taken, with respect to the Account. Adviser shall have no obligation to purchase or sell for the Account or to recommend for purchase or sale by the Account, any security which Adviser, its principals, affiliates or employees may purchase or sell for themselves or for any other clients.

17. Brokerage. Client instructs Adviser to place orders for the execution of transactions with or through such brokers, dealers, or banks, and, complying with Section 28(e) of the Securities Exchange Act of 1934, may pay a commission on transactions in excess of the amount of commission another broker or dealer would have charged.

As a general rule, Adviser will place orders to such brokers that can affect transactions at the best price and execution under the prevailing circumstances. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer; provided, however, that Adviser shall make reasonable efforts to ensure that brokers and dealers selected by Client perform their obligations with respect to the Account.

18. Disclosure Statement. 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 advisor. 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 advisor, 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.

19. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement of the parties with respect to management of the Account and can be amended only by a written document signed by the parties. It shall be governed by the laws of the State of Texas.

20. Attorney's Fees. In the event of a dispute or litigation as to any terms or conditions of this Agreement, or if a party brings an action or proceeding to enforce or declare any rights herein created, or to

bring about or declare the termination, cancellation, or rescission of this Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party fees and costs, including attorney's fees, as a Court of competent jurisdiction may deem just and proper.

21. Arbitration. Any controversy arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules then in effect of the code of arbitration procedure of the American Arbitration Association. The award of the arbitrators, or a majority of them, shall be final and judgment upon the award rendered may be entered in any state or federal court having jurisdiction. At least one member of the panel must have five (5) years experience in the securities industry.

Arbitration or any other hearing or legal proceeding between IntelliWealth and Client shall take place in a mutually agreed upon location. It is further understood and agreed to that, pursuant to the above arbitration clause:

- (a) arbitration is final and binding on all parties;
- (b) the Parties are waiving their right to seek remedies in court, including the right to jury trial, except where such waiver would be void under federal securities law, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes;
- (c) pre-arbitration discovery is generally more limited than and different from court proceeding;
- (d) the arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited;
- (e) the panel of arbitrators will include a minority of arbitrators who were or are affiliated with the securities industry.

22. Liability. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore, nothing in this Agreement shall relieve the Adviser from any responsibility the Adviser may have under state or federal statutes and shall in no way constitute a waiver or limitation of any rights that the Client may have under federal and state securities laws.

Agreed to this _____ day of _____, 20_____ .

Accepted by Client(s):

Print Name

Sign Name

Print Name

Sign Name

I hereby acknowledge receipt of the Form ADV, Part II _____ (Client's initials)
I have read and agree with the IntelliWealth policy regarding Proxies and other Legal Notices as stated in this agreement. _____ (Client's initials)

Accepted by:
IntelliWealth Financial Advisors, Ltd.
5001 Spring Valley Road, #400 East
Dallas, TX 75244-3947

Representative Signature

IntelliWealth Authorized Signature