

Investment Advisory Agreement

This Investment Advisory Agreement ("Agreement") is entered into this ____ day of _____, 20__ by and between Forum Financial Management, LP ("Forum" or "Advisor"), a Registered Investment Advisor with the Securities and Exchange Commission pursuant to the Investment Advisers Act of 1940, (the "Advisers Act") with its principal office located at: 1900 S. Highland Ave., Suite 100, Lombard, IL 60148 and _____ (the "Client"). This Agreement sets forth the terms and conditions of the investment advisory services Forum will provide to Client and the responsibilities of each party.

Forum and Client hereby agree:

1. SERVICES OF FORUM ADVISORS

Client appoints Forum as an investment advisor to perform the services described in this Agreement and Advisor accepts such appointment. Advisor will assist Client in determining investment objectives which may/will be set forth in an Investment Policy Statement ("IPS"). Forum will manage the Client's portfolio in accordance with Forum's Form ADV Part 2A and retain such sub-advisers as necessary from time to time as Forum deems suitable.

2. RESPONSIBILITIES OF EACH PARTY

The Client:

- A. Agrees to provide information regarding goals, income, investments, income tax, estate planning, and other pertinent matters as requested by Forum from time to time. Forum shall not be liable for any damages as the result of the Client's failure to disclose or disclosure of materially inaccurate information or failure to disclose material information that serves as the basis for Forum's investment advice.
- B. Understands that Forum's analysis and recommendations may be based, in part, on the information obtained from the Client's accountant, attorney and other advisers, all of whom are hereby given permission by the Client to provide this information to Forum.
- C. Acknowledges that Forum shall not be required to verify any information provided by the Client, Client's attorney, accountant or other advisers, and is expressly authorized to rely thereon.
- D. Agrees to pay the fees specified in the Management Fee section of this agreement.
- E. Appoints Forum (or a sub-adviser where applicable) as his/her agent and attorney-in-fact with respect to trading in the Client's brokerage account thus giving Forum complete discretionary power within said account, subject to the limitations in the Form ADV Part 2A. The foregoing shall not apply to the extent otherwise provided in any agreement executed among Forum, the Client, and any third party sub-adviser. Forum is not authorized to withdraw or transfer any money, securities or property, either in the name of the Client or otherwise, for delivery to any third party, except for the authorization to withdraw advisory fees per Section 9 of this Agreement.
- F. Understands and agrees that the Client retains the right to vote all proxies held in the account. Forum is hereby expressly precluded from voting proxies for securities held in the account and will not be required to take any action or render any advice with respect to the voting of proxies.
- G. With respect to any services described herein, the Client agrees to keep Forum informed, on a timely basis, of changes in the Client's needs and goals which may affect the services provided to the Client by Forum or any sub-adviser described herein.

Forum:

Forum will act as a fiduciary regarding investment advisory services for Client's account(s). Forum will manage Client's Forum account(s) ("Account") in accordance with the guidelines set forth by Client in an IPS and to perform the services described in Forum's ADV Part 2A.

3. DESIGNATION OF CUSTODIAN

The Client directs Forum to utilize one of the approved custodians to custody the Client's accounts and to execute securities transactions placed for the Accounts, including but not limited to: Charles Schwab & Co., TD Ameritrade and Fidelity Investments.

NOTE: Forum will use its best efforts but is not always able to negotiate commissions, obtain volume discounts, or obtain best execution for individual transactions. The Client acknowledges that he/she is aware of these arrangements and hereby consents to the fees.

4. FORUM REPRESENTATIONS

Forum represents that it is registered as an investment adviser under the Advisers Act and that such registration is currently effective. If the Account is subject to ERISA, Forum acknowledges that it is a "fiduciary" (as defined by ERISA) with respect to the account.

It is understood by and between the parties hereto that the Investment Advisor Representatives of Forum may also be Registered Representatives and/or Insurance Agents of a registered FINRA broker/dealer, and an insurance agency. Forum, however, will be acting only as an Investment Adviser for the Client's Forum accounts and neither Forum nor the Investment Advisor Representative receives any commissions or fees for processing transactions associated with the Client's investment decisions with the Client's Forum accounts, other than the advisory fees due under this Agreement.

The recommendations and advice provided by Forum are developed utilizing its professional judgment, but Forum does not guarantee the results of any recommendation made.

The Client understands and agrees that Forum may give advice and take action for the accounts of others which may differ from the advice given, or the timing or nature of action taken, with respect to the Client's account. Transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

5. UNMANAGED ACCOUNTS

The client may have accounts with Forum that are reported as unmanaged. The client acknowledges that Forum does not supervise the investments inside these accounts, nor do they check for suitability of the investments. Forum does not report on the performance and does not charge a management fee for these accounts.

6. LEGAL AND ACCOUNTING SERVICES

It is understood that, Forum, and employees of Forum, will not render any legal advice nor prepare any legal documents for the implementation of the Client's financial and investment plans. The Client agrees that his/her personal attorney shall be solely responsible for the rendering and/or preparation of all legal advice, all legal opinions and determinations, and all legal documents.

The Client agrees that his/her personal accountant shall be solely responsible for the rendering and/or preparation of all accounting/tax advice, all accounting/tax opinions and determinations, all accounting/tax documents.

7. AUTHORIZATION TO DEDUCT FEES PAYABLE TO FORUM

The Client specifically authorizes the deduction of all applicable fees from his/her account(s).

8. RELATIONSHIP WITH MULTIPLE OWNERS OF CLIENT'S ACCOUNT

- a. The Client acknowledges that if multiple persons have an ownership in the account that each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the account. The Advisor will base its investment advisory services under this Agreement on Clients' joint goals as collectively provided. Advisor may rely on instructions and information it receives from either Client in connection with the handling of the account, the disposition of the assets, and the termination of the Agreement.
- b. If Advisor receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), Advisor may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in

writing to the same instruction. Each Client agrees to promptly close the account or open a new account if there is a change in his relationship with his co-owners.

- c. Advisor shall not be responsible for any claims or damages resulting from: (1) Reliance on the instructions provided by any signatory to this Agreement; (2) Failure to act if Advisor receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories; or (3) Any change in the status of the relationship between the clients.

9. TRUST CLIENTS

- a. In the event that a Trust is the client, the Trustee(s) agree, represent and warrant as follows: (1) the Trust is in full force and effect and has not been revoked, modified, or amended in any manner; (2) to promptly notify Forum in writing of any changes that would cause any Trustee representations to Forum to be inaccurate and of any changes to the Trustee(s) status; and (3) agrees that Forum, its agents and employees may rely on information provided by Trustee unless Forum receives written contrary information.
- b. The Trustee's powers include the power: (1) to establish an advisory account for Trust assets ("Advisory Trust Account") to direct the purchase, sale and pledging of securities and other property of the Trust which may be held in the Advisory Trust Account; (2) to hire, retain and compensate an investment adviser, including a discretionary investment manager, with the authority to purchase and sell securities and other investments for the Trust; and (3) to enter into and execute any agreements and documents related to the establishment of an Advisory Trust Account, transactions in securities and other property, making additions to or withdrawals from the Advisory Trust Account, authorizing and executing transfers of trust assets to third parties or directly to the Trustee, and the retention of an investment adviser. Additionally, unless specified in writing and provided to Forum, the Trustee may individually act on behalf of the Trust and there are no investment restrictions by the Trust.
- c. The Trust and the Trustee, jointly and severally in their individual and Trustee capacity, indemnify Forum, Forum's partners, officers, employees and agents and hold such persons harmless against any and all claims, judgments, settlements and other liabilities and damages (including attorneys' fees) arising out of or related to any alleged or actual improper or other action taken upon the Trustee's instructions or upon the instructions of the Trustee's other advisors or legal counsel.

10. QUALIFIED PLAN CLIENTS

For Qualified Plan Clients, Forum will provide the following services:

- a. Access to a Third-Party Administrator, (If you prefer, Forum may work with the Plan's current Administrator.)
- b. Model or customized Portfolios developed by Forum, using the Dimensional Funds Advisors, Inc. ("DFA") institutional mutual funds for consideration by the Plan's Trustees, or self-selected portfolios using the DFA institutional funds or, on a limited basis, such additional funds as Forum approves from time to time. Forum may provide the Client with funds other than DFA that are suitable for participants to meet their financial goals.

11. ERISA RETIREMENT PLAN CLIENTS

If Client is a retirement plan organized under the Employee Retirement Income Security Act of 1974 (ERISA), the Client represents that it is validly organized under ERISA and is the beneficial owner of the assets. The Client further represents that Advisor has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing the Plan's authority to retain Advisor as an "investment manager" within the meaning of ERISA. Further, the parties agree to the following:

- a. That appointment of Forum as an investment manager and a fiduciary to the Client is authorized by, has been accomplished in accordance with, and does not violate, the documents governing the plan.
- b. Advisor acknowledges that it is a fiduciary with respect to Client within the meaning of that term under ERISA;
- c. The person signing the Agreement on Client's behalf acknowledges its status as a fiduciary with respect to the control or management of the assets held in Client's account and agrees to notify Advisor of any change in the identity of the named fiduciary with respect to Client's account;
- d. The Client will promptly furnish to Advisor any governing plan documents and amendments and further agrees that, if any amendment affects the rights or obligations of Advisor, such amendment will not be binding on Advisor until agreed to by Advisor in writing.
- e. If the assets contain only a part of the investments of the Plan's assets, the Client understands that Advisor will have no responsibility for the diversification of all of the Plan's assets, and that Advisor will have no duty, responsibility or liability for the Plan investments that are not part of the assets.
- f. That Forum will not vote proxies held in the account and the right to vote proxies will be deemed to be reserved to the plan trustees or the named fiduciary;
- g. The Client acknowledges that Advisor's services shall be limited to the management of the assets and does not include legal, accounting or plan administration services.

h. Client represents that Advisor's investment strategy is appropriate for the account's assets.

12. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other by mail to the address set forth above. No refund will be made for fees earned.

Fees are earned as of the commencement of the contract and will be assessed up to 30 days after notice of contract termination is received. Fees will be prorated when assets are managed for a partial quarter.

13. MISCELLANEOUS

- A. This agreement shall be applicable only to financial advice contained in the Investment Policy Statement individually prepared for the Client and shall not relate to any advice given by any person or persons not specifically designated in writing by Forum to perform such services.
- B. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
- C. This Agreement represents the complete Agreement of the parties with regard to the subject matter and supersedes any prior understanding of agreements, oral or written.
- D. This Agreement may be amended or revised only by an instrument in writing signed by the Client and by a Partner of Forum.
- E. No provisions hereof, or breach of any provisions, may be incurred or discharged except by a written agreement of the party from whom the waiver or discharge is sought. No waiver of any breach hereof shall in any way be construed to be a waiver of any future or subsequent breach.
- F. Any provisions hereof which are prohibited or unenforceable shall be ineffective as to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- G. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the state of Illinois and the rules and regulations of the Securities and Exchange Commission.
- H. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- J. Forum may not assign or delegate all or a portion of its rights, obligations or liabilities under this Agreement without the prior consent of the Client. Forum will notify Client of any change in the ownership of Forum's partnership within 30 days of the change. RIA acknowledges and agrees that any change in the partnership that does not result in a change of actual control or management of Forum will not be considered an "assignment" as defined in the Investment Adviser's Act of 1940. Forum may also change its name and such change of name shall not be deemed an assignment of this Agreement. Nothing in this Agreement shall confer upon any person or entity not a party to this Agreement, any rights or remedies of any nature whatsoever under or by reason of this Agreement.

CONFIDENTIALITY

Client has received and reviewed a copy of Forum's privacy policy notice detailing how Forum protects Client non-public personal information. Both parties agree to treat as confidential all information and advice furnished by either party, including their agents and employees, and all transactions and investments in Client's account. Forum will not disclose confidential information to any third party except in accordance with Forum's privacy policy, if required by law or regulatory authority, is agreed upon with client approval or is necessary to effect transactions in client's account. Client may disclose confidential information to its attorneys, accountants or other professional advisors who may need this information in connection with providing services to Client provided that they agree to protect its confidentiality and to use the information only for the purpose of providing services to Client.

Permission to Disclose Personally Identifiable Information (“PII”)

By providing the information below, Client gives permission to Forum and its associated persons, including your Advisor, to disclose personal identifiable information (such as account information) to a third party (tax or legal advisor, family/relative, or other trusted individuals). Please note this authorization does not authorized the named individual any authority to conduct transactions in your account(s).

Forum is herein given absolute authority by the Client to disclose, provide copies of, and communicate information obtained from the Client or developed by Forum, to:

Name: _____ Relationship to Client: _____
Email: _____ Phone: _____
Address: _____

TRUSTED CONTACT

Naming a trusted contact(s) allows Forum and your Advisor to use their discretion to contact the trusted contact person listed below and disclose information about you and your account(s) to:

- address concerns that you might be a victim of financial exploitation, which could include fraud, coercion, or unauthorized transactions;
- address a temporary hold on a disbursement of funds or securities pertaining to possible financial exploitation or other concerns;
- confirm your current contact information;
- confirm and address your whereabouts and health status, and or
- confirm the identity of any legal guardian, executor, trustee, holder of a power of attorney, or other person who may be acting on your behalf (such as an attorney or accountant).

This trusted contact is intended to be a resource for Forum in administering your account(s), protecting your assets and responding to possible financial exploitation. Naming a trusted contact on your account(s) does not authorize the trusted contact or other individuals to conduct transactions in your account(s).

Note: Your trusted contact must be age 18 or older. Forum recommends that your trusted contact not be someone already authorized to transact business in the account or who is already authorized to receive information about the account, such as a joint account holder.

Forum is herein given authority to contact Client’s trusted contact listed below:

Name: _____ Relationship to Client: _____
Email: _____ Phone: _____
Address: _____

ELECTRONIC DELIVERY

Client agrees to receive all communication from Forum, including but not limited to statements, invoices and regulatory documents electronically. Client will be provided access to their investment performance thru a secure password protected website. **Please print clearly.**

Client’s E-mail Address Client’s E-mail Address

If client wishes to receive paper copies in lieu of electronic delivery, please initial here: _____

MANAGEMENT FEE – Select One

Fixed Fee

Fees will be based on a percentage of the Aggregate Portfolio Value after adjustments for cash flows on the last day of the calendar quarter. The fees will be deducted each calendar quarter in arrears from the Client's account. Refer to Form ADV Part 2A for Forum’s Fee Schedule and additional fees charged by firms other than Forum for which the Client will be responsible.

Annual Management Fee: _____%

Tiered Schedule

Fees will be charged as a percentage of the Aggregate Portfolio Value after adjustments for cash flows following the tiered schedule listed on the last day of the calendar quarter. The fees will be deducted each calendar quarter in arrears from the Client's account. This is a tiered schedule; the first tier remains in effect and only incremental Portfolio Value is billed at each specific rate. Refer to Forum’s Form ADV Part 2A for the additional fees charged by firms other than Forum for which the Client will be responsible.

Portfolio Value	Annual Fee

CLIENT ACKNOWLEDGEMENT:

The Client understands and acknowledges that Forum has disclosed the fees and expenses associated with investing in a Forum managed account and that Forum has discussed any fees or charges associated with selling existing holdings to invest in the account.

Client may incur a capital gain or loss and/or other tax liability if he/she is selling existing investments to invest in a Forum managed account and have been advised to contact a qualified tax professional to discuss my specific situation. In addition, the custodian will charge the Client a fee for trading and other account expenses. The custodian fee may either be charged as a percentage of the assets under management or on a per transaction basis.

Forum has delivered the Form ADV Part 2A and Privacy Policy to the Client.

In witness whereof, Forum and the Client have each caused this Agreement to be duly executed on the day and year first above written.

Client Signature

Client Signature

Print Name

Print Name

Forum Financial Management, LP

Authorized Signature

Authorized Signature

Authorized Signature

Print Name

Print Name

Print Name

The Client has five (5) business days from the date this Agreement is signed to review the Form ADV Part 2A and terminate the agreement without penalty.

Privacy Policy Notice

Forum Financial Management, LP has adopted this privacy policy with recognition that protecting the privacy and security of the personal information we obtain about our customers is an important responsibility. We also know that you expect us to service you in an accurate and efficient manner. To do so, we must collect and maintain certain personal information about you. We want you to know what information we collect and how we use and safeguard that information.

Information We Collect: We collect certain nonpublic information about you ("Customer Information"). The essential purpose for collecting Customer Information is to allow us to provide advisory services to you. Customer Information we collect may include the following:

- Information that you provide on applications or other forms which may include personal and household information such as income, spending habits, investment objectives, financial goals, statements of account, and other records concerning your financial condition and assets. Additional information we may gather includes information concerning employee benefits and retirement plan interests, wills, trusts, mortgages and tax returns.
- Identifying information such as your name, age, address, social security number, etc.
- Information about your transactions with us, or others (e.g. broker/dealers, clearing firms, or other chosen investment sponsors).
- Information we receive from consumer reporting agencies (e.g. credit bureaus), as well as other various materials we may use to provide an appropriate recommendation or to fill a service request.

Security of Your Information: We restrict access to your nonpublic personal information to those employees who need to know that information to service your account. We maintain physical, electronic and procedural safeguards that comply with applicable federal or state standards to protect your nonpublic personal information.

Information We Disclose: We do not disclose the nonpublic personal information we collect about our customers to anyone except: (i) in furtherance of our business relationship with certain service providers, and then only to those persons necessary to effect the transactions and provide the services that they authorize (such as broker-dealers, custodians, independent managers, third-party service providers, insurance companies, etc.); (ii) to persons assessing our compliance with industry standards (e.g., professional licensing authorities, etc.); (iii) our attorneys, accountants, and auditors; or (iv) as otherwise provided by law.

We are permitted by law to disclose the nonpublic personal information about you to governmental agencies and other third parties in certain circumstances (such as third parties that perform administrative or marketing services on our behalf or for joint marketing programs). These third parties are prohibited to use or share the information for any other purpose. If you decide at some point to either terminate our services or become an inactive customer, we will continue to adhere to our privacy policy, which may be amended from time to time.

Former Clients: If you decide to close your account(s) or become an inactive customer, we will adhere to our privacy policies, which may be amended from time to time.

Disclosures to Associated Firms: Some of our advisors are associated with an unaffiliated broker-dealer. If you presently have a brokerage account at that firm, the broker-dealer has possession of your nonpublic information. These advisors may obtain information necessary to fulfill your requests, service your products or offer you other products or services of interest to you.

Certain partners or advisors are also associated with related accounting firms. If you are a client of a related accounting firm, these partners or advisors may obtain information necessary to complete your tax return. Necessary information may include Tax Related Documents such as 1099s and Realized Gains/Loss Reports.

Forum uses third party technology to manage and aggregate client assets that are held away. This technology is provided by OWL Technology, LLC. Forum is affiliated with OWL Technology, LLC under common control and ownership. Clients are not charged extra for these services, but a portion of the client fee paid to Forum is paid to OWL Technology, LLC for these services.

Changes to Our Privacy Policy: Except as required or permitted by law, we do not share confidential information about you with non-affiliated third parties. In the unlikely event there were to be a change in this fundamental policy that would permit or require additional disclosures of your confidential information, we will provide written notice to you, and you will be given an opportunity to direct us as to whether such disclosure is acceptable.

Questions: If you have questions about this privacy notice or have a question about the privacy of your customer information call our main number 630-873-8520 and ask to speak to the Chief Compliance Officer.

Please contact our office if you would like a current copy of Forum's Form ADV Part 2A mailed to you.

Forum Financial Management, LP is registered as an investment advisor with the SEC and only transacts business in states where it is properly registered, or is excluded or exempted from registration requirements. SEC registration does not constitute an endorsement of the firm by the Commission nor does it indicate that the advisor has attained a particular level of skill or ability. The home office is located at 1900 S. Highland Ave., Suite 100, Lombard, IL 60148.
web: www.forumfin.com