

Elgon Financial Advisors LLC

Advisory Client Agreement

THIS AGREEMENT between Elgon Financial Advisors LLC (“Adviser” “EFA”) and the Client, is effective as of the date on the signature page of this agreement, once the adviser receives and signs this Agreement that has been executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide Investment Management and/or Financial Planning services for the Client’s investment account(s).

1. **Appointment as Investment Adviser:** The Client hereby retains the Adviser and the Adviser hereby agrees to provide services with respect to certain assets of the Client (the “Portfolio”) in accordance with the terms and conditions set forth below.

❖ **Investment Management Services**

Our firm provides continuous advice to a Client regarding the investment of Client funds based on the individual needs of the Client. Through personal discussions in which goals and objectives based on a Client's particular circumstances are established, we develop a Client's personal investment policy or an investment plan with an asset allocation target and create and manage a portfolio based on that policy and allocation targets. We will also review and discuss a Client’s prior investment history, as well as family composition and background. Account supervision is guided by the stated objectives of the Client (e.g., maximum capital appreciation, growth, income, or growth, and income), as well as risk tolerance and tax considerations.

We primarily advise our Clients regarding investments in stocks, bonds, mutual funds, ETFs, U.S. government and municipal securities, and cash and cash equivalents. We may also provide advice regarding investments held in Client’s portfolio at the inception of our advisory relationship and/or other investment types not listed above, at the Client’s request.

When we provide investment management services, Clients grant us limited authority to buy and sell securities on a discretionary basis. More information on our trading authority is explained in Item 16 of this Brochure. Clients may impose reasonable restrictions on investing in certain securities, types of securities, or industry sectors.

When appropriate, we utilize the services of third-party investment advisers (“Outside Managers”) to assist with the management of Client accounts. We assist Clients in selecting an appropriate allocation model, completing the Outside Manager’s investor profile questionnaire, interacting with the Outside Manager and reviewing the Outside Manager. Our review process and analysis of Outside Managers is further discussed in Item 8 of this Brochure. Additionally, we will meet with the Client on a periodic basis to discuss changes in their personal or financial situation, suitability, and any new or revised restrictions to be applied to the account.

As part of our investment management services, for accounts not directly managed by our firm where we do not have discretion, we will regularly review the current holdings and available investment options in these accounts. In addition, we will monitor the accounts, and provide recommendations to the Client with regards to rebalancing and implementing our strategies as necessary.

- ❖ **Project-Based Consulting:** This service will be offered on a fixed fee basis to non-portfolio management clients who do not require ongoing investment counsel but seek advice in one or more specific areas of their life (including investment and non-investment-related matters). Non-discretionary project-based consulting services are provided on a negotiable, stand-alone separate fee basis. Advice is based on objectives communicated, either orally or in writing, by the client and the EFA advisor. Consulting services may be provided through individual consultations and/or a written project.

- ❖ **Comprehensive Financial Planning:** This service involves working one-on-one with a planner over an extended period of time that includes plan monitoring and continuous implementation. Clients receive access to a planner who will work with them to create a plan, implement it, and re-evaluate it over time. The planner will monitor the plan, recommend any changes, and ensure the plan is up to date.

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Upon desiring a comprehensive plan, a Client will be taken through establishing their goals and values around money. They will be required to provide information to help complete the following areas of analysis: net worth, cash flow, insurance, credit scores/reports, employee benefits, retirement planning, insurance, investments, college planning, and estate planning. Once the Client's information is reviewed, their plan will be built and analyzed, and then the findings, analysis, and potential changes to their current situation will be reviewed with the Client. Clients subscribing to this service will receive a written or an electronic report, providing the Client with a detailed financial plan designed to achieve his or her stated financial goals and objectives. If a follow-up meeting is required, we will meet at the Client's convenience. The plan and the Client's financial situation and goals will be monitored throughout the year and follow-up phone calls and emails will be made to the Client to confirm that any agreed-upon action steps have been carried out. On an annual basis, there will be a full review of this plan to ensure its accuracy and ongoing appropriateness. Any needed updates will be implemented at that time.

❖ **Educational Seminars/ Speaking Engagements:** We may provide seminars for groups seeking general advice on investments and other areas of personal finance. These seminars are purely educational in nature and do not involve the sale of any investment products. Information presented will not be based on any individual person's need, nor does EFA provide individualized investment advice to attendees during these seminars.

2. **Fiduciary Statement:** In order to protect the interests of the plan participants and beneficiaries, IRA owners, and plan fiduciaries, Elgon Financial Advisors LLC acknowledges fiduciary status for itself and its Advisors. Elgon Financial Advisors LLC and its Advisors adhere to basic standards of impartial conduct. In particular, under this standards-based approach, Elgon Financial Advisors LLC and its advisers give prudent advice that is in the customer's best interest, avoid misleading statements, and receive no more than reasonable compensation.
3. **Custody of Assets:** The Adviser does not hold or receive any of the Client's funds or securities, other than payment for the Adviser's services. The Portfolio's assets will be held by a custodian selected by the Client, and the Client will be solely responsible for paying all of the Custodian's fees. Client understands that the Adviser is not authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment 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. Client shall direct the Custodian to segregate the assets of the Account and to invest and reinvest them in accordance with the directions transmitted by the Adviser. Client understands that the Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the account. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all accounts from the custodian on at least a quarterly basis.
4. **Confidential Relationship:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and which is currently available on Adviser's website and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.
5. **Voting Proxies:** Adviser shall not vote on any proxies for securities purchased for Client's Account.
6. **Class Action Settlement Claims:** The Adviser will not file a class action settlement claim involving a security held in the Client's account on behalf of the Client.
7. **Code of Ethics:** Client acknowledges that the Adviser has made Client aware that the Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2A, and which will be provided to Client upon request.
8. **Fees:** The fees for services under this Agreement shall be calculated and paid in accordance with the rate set forth in the attached fee schedule (Schedule A).
9. **Valuation:** In computing the market value of any investment contained in the account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal

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exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by the Adviser to reflect its fair market value.

10. **Related Transactions:** The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may effect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may effect transactions for the Account at the same or different times.
11. **Account Statements:** Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements to Client.
12. **Verbal Instructions Acceptable:** By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon.
13. **Electronic Communications Acceptable:** The Client *consents to the electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and online charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser.
14. **Receipt of Form ADV Part 2:** Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 of Form ADV if the client is entering into a wrap fee program sponsored by the investment adviser. 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 adviser, 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. The Client shall be provided with an updated Form ADV, Part 2A on an annual basis and Part 2B when material changes occur. Adviser's Form ADV, Part 2A, is also currently available on www.adviserinfo.sec.gov.
15. **Limited Liability:** The Adviser shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of fiduciary duty, applicable law or an act of bad faith or negligence by the Adviser concerning its duties under this Agreement. Furthermore, the Adviser, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by any broker, dealer, custodian or another third party.
16. **Non-Waiver of Rights by Client:** Federal and state securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal and state securities laws.
17. **Termination/Assignment:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days written notice by either party.
18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent that the federal securities laws shall otherwise be controlling.
19. **Venue:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in Texas, or another location reasonably accessible

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to the client.

20. **Arbitration:** Any controversy or claim arising out of or relating to this agreement or the breach thereof that cannot be settled through mediation or other individual means, may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.
21. **Client Conflicts:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between Clients.
22. **Miscellaneous:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.
23. **Effective Date:** This Agreement will be effective upon execution by both the Client and Adviser.

Schedule A – Fee Schedule

Investment Management Services

The standard advisory fee is based on the market value of the account and is calculated as follows:

Account Value	Annual Advisory Fee
\$0 - \$1,000,000	1.00%
\$1,000,001 - \$3,000,000	0.80%
\$3,000,001 - \$5,000,000	0.50%
\$5,000,001 and above	0.30%

The annual fees are negotiable and are pro-rated and paid in arrears on a quarterly basis and are based on the average daily balance over the previous quarter. The advisory fee is a blended tier. For example, for assets under management of \$2,000,000, a Client would pay 1.00% on the first \$1,000,000, and 0.80% on the next \$1,000,000. The quarterly fee is determined by the following calculation: $((\$1,000,000 \times 1.00\%) + (\$1,000,000 \times 0.80\%)) \div 4 = \$4,500.00$.

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If EFA utilizes an Outside Manager, the Sub-Advisor will debit the Client's account for both the Sub-Advisor's fee, and EFA's advisory fee, and will remit EFA's fee to EFA. Please note, the above fee schedule includes the Sub-Advisor's fee. No increase in the annual fee shall be effective without agreement from the Client by signing a new agreement or amendment to their current advisory agreement.

Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 30 calendar days in advance. Since fees are paid in arrears, no refund will be needed upon termination of the account.

Project-Based Consulting

EFA charges either a fixed or hourly fee for Project-Based Financial Planning. Fixed fee rates range between \$500 to \$20,000. Half of this fee is due at the beginning of the process and the remainder is due at the completion of work, however, EFA will not bill an amount above \$500.00 more than 6 months in advance. Our hourly rate is \$350, billed in 15-minute increments, with a minimum of 30 minutes per engagement. Half of this fee is due upon sign-up, with the rest due after the meeting. Fees for this service may be paid by electronic funds transfer or by check. In the event of early termination, any prepaid but unearned fees will be refunded to the Client and any completed deliverables of the project will be provided to the client and no further fees will be charged. If you decide to become an ongoing financial planning client of EFA, within 3 months of the end of the project, the one-time fees may be applied towards the upfront charge.

Comprehensive Financial Planning

Comprehensive Financial Planning consists of an annual fixed fee between \$3,000 and \$42,000, plus an investment management fee up to 1% of assets under management, based on the amount of assets being managed. Up to 50% of the annual fee will be due at the beginning of the engagement, while the remaining balance will be paid in monthly or quarterly installments in advance throughout the course of the year. The upfront portion of the Comprehensive Financial Planning fee is for data gathering and setting the basis for the financial plan. This work will commence immediately after the fee is paid and will be completed within the first 90 days of the date the fee is paid. Therefore, the upfront portion of the fee will not be paid more than 6 months in advance. Based on the amount of assets invested, EFA reserves the right to move to our investment management fee schedule in the first year.

Fees are based on the complexity and needs of the client and may be negotiable in certain cases. Fees for this service may be paid by electronic funds transfer. This service may be terminated with 30 days' notice. Upon termination of any agreement, the fee will be prorated, and any unearned fee will be refunded to the Client.

The fee for this service will increase at a rate of 0-3% per year based on the complexity and needs of the client. This adjustment is to maintain pace with the cost of inflation. The annual increase will occur within 30 days of the client's contract date, upon receipt of a signed fee schedule addendum with both parties agreeing to the updated fee. The client will need to respond within 10 business days with the signed addendum agreeing to the new fee for the current year to avoid billing delays.

Educational Seminars/ Speaking Engagements

Seminars are offered to organizations and the public on a variety of financial topics. Fees range from free to \$12,000 per seminar or free to \$600 per participant. Half of the fees are due prior to the engagement, and the other half is to be paid the day of, no later than the conclusion of the Seminar. The fee range is based on the content, the amount of research conducted, the number of hours of preparation needed, and the number of attendees. In the event of inclement weather or flight cancellation, the Speaker shall make all reasonable attempts to make alternative travel arrangements to arrive in time for the presentation. If travel proves impossible, or the event is otherwise canceled, the Speaker's fee is waived, but the Client will still be responsible for reimbursement of any non-refundable travel expenses already incurred.

In the event that the Client decides to cancel or change the date of the event for any reason besides weather or similar unforeseen causes, the Client will still be responsible for reimbursement of any non-refundable travel expenses already

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incurred and will provide payment for 20% of the Speaker's fee if the cancellation occurs within 30 days of the event. If the Speaker must cancel due to health or similar unforeseen circumstances, the Speaker will make all attempts to find a reasonable alternative engagement date and will absorb any incremental additional costs for obtaining alternative travel arrangements. If an alternative date cannot be obtained, the Client will not be responsible for any travel costs already incurred by the Speaker or any portion of the Speaker's fee.