Consulting Services Agreement

This agreement is entered into among _____ (Client) and Smith Group Financial Corporation, a registered investment advisor (Consultant). Client, being duly authorized, hereby agrees to employ and retain Smith Group Financial Corporation, to provide financial consulting services to Client in accordance with the following terms and conditions (the Agreement).

1. Consulting Services. Client has retained Smith Group Financial Corporation (hereto referred to as Consultant), to provide consulting services based on the information provided by Client regarding Client's individual financial objectives, needs and circumstances as described in the Client Questionnaire, attached as Exhibit A to this Agreement. Because Consultant's recommendations will be based on the information that Client provides to Consultant, the completeness and accuracy of the information provided to consultant is essential. Client agrees to discuss with Consultant Client's current financial resources and projected needs, and to provide copies of any financial documents that Consultant may reasonably request as necessary to evaluate Client's financial circumstances and provide financial consulting. Client agrees to inform Consultant promptly, in writing, of any changes in the information Client provided to Consultant or in Client's circumstances that may affect the consulting services provided to Client.

As an additional service, Client may choose to have Consultant review and update the consulting recommendations annually or more frequently to adjust for changes in Client's financial situation or investment objectives. At that time, Client shall update the Client Questionnaire. Please indicate by initialing below whether Client would like Consultant to update and review services.

_____ The recommendations should be reviewed and updated as necessary, but in any event at least annually.

The financial consulting services provided to Client by Consultant may encompass a wide variety of issues and topics. However, there may be instances where matters are beyond the scope of Consultant's area of expertise. Consultant reserves the right to decline to provide advice to Client about issues and topics outside its area of expertise. At Client's request, Consultant may provide recommendations to Client as to other sources of professional advice to address such matters.

2. Consulting Fees. The fees for Consultant's services are set forth as Exhibit B to this Agreement. The fees reflect all time spent by Consultant gathering and compiling client information, conferring with Client, and/or any other activities directly associated with carrying out Consultant's obligations under this Agreement. The fees are negotiable and may be modified or changed by Consultant upon advance written notice to Client.

3. Implementation of Recommendations. Client understands that they have sole responsibility for determining whether to implement any recommendations made by Consultant during any personal consultation. There is no requirement that Client implement any of the recommendations or otherwise conduct business through Consultant. Client will also be required to select their own investment managers, broker-dealer and/or insurance companies for the implementation of consulting recommendations. If Client needs brokerage and/or other financial services, Consultant may recommend the use of one of several investment managers, brokers, banks, custodians, insurance companies or other financial professionals (Firms). Then Client must independently evaluate these Firms before opening an account or transacting business, and is not under any obligation to effect business through any recommended Firms.

Client also understands that they are solely responsible for all commissions and other transaction charges and any charge relating to brokerage, banking, custodial, or insurance services. These charges are independent and separate from the consulting fees charged by Consultant.

4. Potential Conflicts of Interest. Consultant and its affiliates provide consulting services to other clients and receive fees for such services. Consultant may also make payments to or have other relationships with Firms. As a result, a potential conflict may arise between Client's interests and Consultant's interest in providing other services or in maintaining other relationships. Affiliated and non-affiliated entities may compensate Consultant, in addition to the financial planning fee charged by Consultant, for certain securities or products that Consultant recommends to Client to implement the financial consulting advice given pursuant to this Agreement. In connection with such transactions, the recommended entity may also collect transaction fees. Client understands that he or she is under no obligation to implement any recommendation by executing transactions through or with a recommended entity.

Due to these potential conflicts, Consultant may have an incentive to provide certain investment advice or to recommend certain securities or products over others that may also be suitable for Client. More information about potential conflicts of interest is contained in Consultant's Form ADV, Part II.

5. Non-Exclusive Relationship. Client acknowledges and agrees that Consultant may provide services to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients and Consultant's own affairs may be similar to or different from advice given with respect to Client.

6. Assignment. This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. Client may not assign (as that term is defined under the Investment Advisors Act of 1940, as amended) his or her rights or delegate his or her obligations under this Agreement, in whole or in part, without the prior written consent of Consultant. Consultant may not assign (as that term is defined under the Investment Advisors Act of 1940, as amended) this Agreement without Client's consent.

7. Termination. This Agreement may be terminated by either party at any time without penalty upon receipt of written notice. Such termination shall not, however, affect liabilities or obligations incurred or arising from recommendations initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement. If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all consulting fees. If this Agreement is terminated after five (5) business days of its signing, any prepaid consulting fees shall be prorated and the unused portion shall be returned to Client.

8. Risk and Liability. Client recognizes that the consulting recommendations described in this Agreement involve Consultant's judgment and that Consultant's views regarding the economy, the securities markets or other specialized areas, like all predictions of future events, cannot be guaranteed to be accurate. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Consultant shall not be liable for any action performed or not performed, or for any errors of judgment or mistake in preparing the consulting recommendations, in the absence of malfeasance, negligence or violation of applicable law. Consultant shall not be responsible for any loss incurred by reason of any act or omission of Client, custodians, broker-dealers, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

9. Notice. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, or sent by facsimile transmission (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (postage prepaid). All notices or communications to Consultant should be sent to Consultant's principal office address or at such other address as Consultant may designate in writing. All notices or communications to Client shall be sent to the address contained in the Client Questionnaire.

10. Governing Law. This Agreement and all of the terms herein shall be construed and interpreted according to the laws of the State of Georgia, without giving effect to principles of conflict of laws, provided that there is no inconsistency with federal laws.

11. Entire Agreement. This Agreement represents the parties' entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

12. Severability. If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.

13. Disclosure Documents. Client acknowledges receipt of: (a) Consultant's Form ADV, Part II or similar disclosure document; (b) Consultant's Notice of Privacy Practices, if any; and (c) Consultant's Proxy Voting Procedures, if any. Client also acknowledges that Client has reviewed and understands the risk factors and the fees associated with the Account. Client has the right to terminate this Agreement without penalty within five (5) business days after entering into the Agreement.

14. Amendments. Consultant shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Consultant has notified Client in writing of any change or such later date as is established by Consultant. All other amendments must be in writing and signed by Consultant.

15. Representations.

a. Consultant represents that it is registered as an investment advisor with the State of Georgia, and is authorized and empowered to enter into this Agreement.

b. Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and shall be binding according to its terms.

c. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the financial consulting services to be provided by Consultant are within the scope of the services and investments authorized by the governing instruments of, and/or laws and regulations applicable to, Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Consultant with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Consultant of any material change in his or her authority or the propriety of maintaining the Account.

d. If Client is a corporation, partnership or limited liability company, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to advise Consultant of any event that might affect this authority or the propriety of this Agreement.

e. Client acknowledges and confirms that the services provided by Consultant under this Agreement shall not include recommendations or advice as to specific securities, insurance policies, annuities, or other investments, and shall not constitute investment advice as defined under the Employment Retirement Income Security Act of 1974, as amended (ERISA) or the Internal Revenue Code of 1986, as amended (IRC).

f. Client represents and warrants that all financial and other information provided to Consultant is true and correct and may be relied upon by Consultant in providing services under this Agreement. Client agrees to inform Consultant in writing of any material change in Client's circumstances, which might affect the manner in which Client's assets should be invested, and to provide Consultant with such other information or documentation, as it shall reasonably request.

16. Confidentiality. Except as otherwise agreed to in writing, or as required by law, Consultant shall keep confidential all information concerning Client's financial affairs and investments.

17. Pre-Dispute Arbitration. Any controversy or dispute that may arise between Client and Consultant concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' 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 arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration Agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) the customer is excluded from the class by the court. 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.

The Agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

18. Miscellaneous.

a. The effective date of this Agreement shall be the date of its acceptance by Consultant.

b. 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.

SMITH GROUP FINANCIAL CORPORATION
Consulting Services Agreement
Signature Page

All principals of Client must sign. Corporate officers, limited liability company members, partners and fiduciaries must indicate the capacity in which they are acting. This Agreement may be executed in counterparts and shall be binding on the parties as if executed in one document.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE AT PARAGRAPH 17.

Client and Consultant have executed this Consulting Services Agreement on this _____ day of _____, 20___. By signing below, each party acknowledges that it has received, read, understands, and agrees to be bound by and fulfill the obligations set forth in this Agreement.

Smith Group Financial Corporation	**Client**
_____	_____
Authorized Signature	**Authorized Signature**
_____	_____
Name (Print)	**Name (Print)**
_____	_____
Title or Capacity	**Title or Capacity**
_____	_____
Officer of Smith Group Financial Corp.	**Tax ID or Social Security Number**
_____/_____/_____	_____/_____/_____
Date	**Date**

EXHIBIT B

SMITH GROUP FINANCIAL CORPORATION
Consulting Services Fees

Consulting fees shall be charged on an hourly basis, ranging from $100.00 to $300.00 per hour, depending on the nature and complexity of Client's circumstances and upon mutual agreement with Client.

Fees are due and payable upon completion of the consulting service. A retainer may be requested upon completion of Smith Group Financial fact-finding session with Client, however, advance payment will never exceed $500 for work that will not be completed within six months. There is a $100 minimum fee for consulting services.

These fees and minimums may be negotiable under certain circumstances.

Consulting Service clients are subject to a minimum hourly requirement of 2.5 hours per quarter, at Consultant's agreed upon hourly rate.

Consultant shall bill Client quarterly in advance for the quarterly minimum of 2.5 hours, as provided for by this Agreement. Any additional hours spent providing consulting services, above and beyond the 2.5 hour minimum, shall be billed quarterly in arrears, at Consultant's agreed upon hourly rate.

Client should be aware that subsequent, additional, special reviews or requests for consulting services will be subject to an additional charge.

Client shall be charged as follows:

Hourly Rate of $_____

Estimated Hours _____

Subsequent or Special Reviews

Hourly Rate of $_____

Payment shall be made as follows:

DUE NOW $_____

MINIMUM DUE EACH QUARTER $_____

ADDITIONAL BILLINGS ABOVE 2.5 HOURS PER QUARTER SHALL BE BILLED AS INCURRED