Hurt Financial Services P.O. Box 94551 Birmingham, Al. 3520 205-253-8657 Fax: 205-854-0851 www.hurtfinancial.com

INVESTMENT ADVISORY MANAGEMENT AGREEMENT

This Investment Advisory Agreement ("Agreement") is entered into this day of 2O, by an between Hurt Financial Services, a Registered Investment Adviser, and ("Client").	nd
WITNESSETH	
WHEREAS, Hurt Financial Services is a registered Investment Adviser; and	
WHEREAS, Hurt Financial Services is engaged in the business of providing investment advisory services to the public; and	e
WHEREAS, Client desires to retain Hurt Financial Services for the purpose of obtaining such investment advisory services.	
NOW, THEREFORE, in consideration of the mutual promises contained herein, Hurt Financial Services and Client agree as follows:	
SECTION 1. INVESTMENT ADVISORY SERVICES SELECTED.	
Initials: Having reviewed Hurt Financial Services services, as set forth more fully in Hurt Financial Services ADV Part II, the Client wishes to engage Hurt Financial Services for the provision of managing investment accounts. Including retirement plans, Stocks, Bonds, Mutual Funds, Annuities, Life Insurance products, portfolio monitoring, and performance reporting. These services also include the following:	
 Regular and ongoing monitoring of managed assets, including review and modification of asset allocation and security selection as appropriate. Selection of investment securities including mutual funds, separately managed accounts, individual equity securities and individual fixed income securities. Periodic meetings to review client objectives, changes in financial situation, progress toward financial goals, cash flow, insurance coverage, retirement plans, and investment portfolio performance. Conducting one on one consultation and group sessions on investment strategies and options. Conducting research and sending reports. 	
SECTION 2. NONDISCRETION.	
<i>Initials:Nondiscretionary Account:</i> Hurt Financial Services will not direct, in their sole discretion as without first consulting Client, the investment and reinvestment of the assets in Client's account (the "Account" in securities and cash or cash equivalents.	
Client hereby agrees to execute any and all documents required by Hurt Financial Services and/or its Broker/Dealer or the product sponsor, ("Custodian") in order to establish both the Account and trading authorization. Client has set forth in the Client Profile any special instructions or limits that Client wishes Hurt	

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Financial Services to follow in managing the Account.

Client hereby agrees to furnish Hurt Financial Services with current and accurate information regarding Client's investment portfolio and financial situation, as well as any and all related documents which Hurt Financial Services requests. Upon completion of said review and analysis, Hurt Financial Services will suggest an investment portfolio for Client based on various factors, including but not limited to, Client's investment objectives, Client's risk tolerance level, Client's investment time frame and Client's tax status ("Investment Factors").

Once Client's Investment Factors are established and a determination made as to the suitability of the Account for the Client, Client shall open an asset management account ("Account") with a broker/dealer, ("Custodian."), through which Hurt Financial Services shall manage and monitor the assets within the Account.

Client agrees to notify Hurt Financial Services promptly of any significantly or material change in the information provided by the Client or any other significant or material change in Client's financial circumstances or investment objectives that might affect the manner in which the Client's account should be managed. Client also agrees to provide Hurt Financial Services with such additional information as Hurt Financial Services may request from time to time to assist it in managing the Account. Hurt Financial Services authority under this Agreement will remain in effect until modified or terminated by the Client in writing.

Client will receive quarterly Account statements directly from the Custodian according to the terms of the Client's contract with the Custodian. Client shall receive a report on the Account from Hurt Financial Services on not less than a quarterly basis, setting forth details on the Account, including, but not limited to, positions held within the Account, Account performance and activity within the Account.

Hurt Financial Services shall not take possession of or maintain custody of Client's funds or securities, but shall supervise or monitor the holdings within the Account, and make trades within the Account pursuant to the authorization granted by Client verbally or in writing prior to the transactions. Possession and custody of said funds and/or the Custodian shall maintain securities.

Minimum Account Size

Hurt Financial Services minimum account size is \$1,000 lump sum, or \$100 monthly contributions. However, Hurt Financial Services may make exceptions to its minimum account size at its discretion. Clients may make additional cash contributions and/or cash withdrawals from the Account at any time; however, Client must promptly notify Hurt Financial Services of any such contributions/withdrawals, as such contributions withdrawals may have an impact upon Hurt Financial Services management of the Account and/or may adversely affect the performance of the Account. This minimum account size may be waived on an exception basis.

SECTION 3. CALCULATION OF ADVISORY FEES.

Hurt Financial Services Advisory Fee Schedule is set forth in Schedule A to this Agreement. All advisory fees will be based on a percentage of the market value of all assets in the Account on the last trading day of each calendar quarter. The advisory fee is payable quarterly in advance. In any partial calendar quarter, the management fee will be pro-rated based on the number of days that the Account was open during the quarter. Hurt Financial Services charges a set-up fee of \$25.00 on all new accounts and accounts requiring major adjustments such as:(change of investment objectives or strategy). The minimum quarterly fee is \$2.50 regardless of account size. Hurt Financial Services **is not compensated** based on capital gains, capital appreciation, or any compensation based on the performance of client funds. Client understands that Account assets invested in shares of mutual funds or other investment companies ("funds") will be included in calculating the value of the Account for purposes of computing Hurt Financial Services fees and that the same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectuses of those funds, which will be paid by the funds but ultimately borne by the investor.

Billing of Fees

Client authorizes the Custodian to deduct from Client's Account, and pay to Hurt Financial Services on the submission of a bill, the advisory fee for each calendar year quarter. The client will receive a quarterly statement

showing the amount of the advisory fee, the Account value on which the fee is based and how the fee was calculated. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all advisory fees paid by Custodian to Hurt Financial Services.

Additional Fees and Charges

Client understands that additional fees or charges may result from maintenance of or trading within the Account. Client understands and agrees that any additional fees, charges or expenses resulting from maintenance of or trading within the Account shall be the sole responsibility of the Client. These fees, charges and expenses may include custodial fees, fees for no-load or load mutual funds. **The Custodian or Broker Dealer charges Transaction Fees** for the execution of trades in individual stocks, bonds, mutual funds, and options contracts.

Client may also incur certain charges imposed by third parties other than Hurt Financial Services in connection with investments made through the Account, including, but not limited to: internal management fees; no-load mutual fund l2 (b)-l distribution fees (trail commissions); certain deferred sales charges on previously purchased sales load mutual funds; and, IRA and Qualified Retirement Plan fees.

SECTION 4. AUTHORIZATION TO DEBIT ACCOUNT. (Client must initial for authorization to debit account)

Initials: ______ Client hereby authorizes Hurt Financial Services to debit Advisory Fees calculated pursuant to Section 3 directly from Client's Account, and to liquidate assets therein as may be required to pay the advisory fees. Client and Hurt Financial Services agree that assets will be liquidated as follows: free credit balances, money market investments, then as agreed to and authorized by Client. Client acknowledges responsibility for reviewing the accuracy of any advisory fees debited from the account and that the custodian will make no such review.

SECTION 5. ADDITIONS AND WITHDRAWALS OF ADVISORY ASSETS.

The Client may make additions to the Account at any time, subject to Hurt Financial Services right to terminate an Account that falls below the in minimum Account size. Additional assets received into the Account after it is opened will be charged a pro-rata fee based upon the number of days remaining in the quarter. The Client may withdraw Account assets upon notice, subject to the usual and customary securities settlement procedures. No fee adjustments will be made for partial withdrawals or for Account appreciation or depreciation within a billing period. A pro rata refund of pre-paid advisory fees charged will be made if the Account is closed within a billing period. Hurt Financial Services will impose no start up, closing, or penalty fees in connection with the Account. The Custodian or Broker/Dealer may charge start up, closing or penalty fees in connection with the Account.

SECTION 6. CONFIDENTIALITY.

Except as otherwise agreed in writing or as required by law, Hurt Financial Services will maintain as confidential all information concerning Client's identity, financial affairs, or investments.

SECTION 7. OTHER INVESTMENT ACCOUNTS.

Client understands that Hurt Financial Services serves as an adviser for other clients and will continue to do so. Client also understands that Hurt Financial Services, its personnel and affiliates ("Affiliated Person") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Hurt Financial Services is not obligated to buy, sell or recommend for Client any security or other investments that Hurt Financial Services or its Affiliated Persons may buy, sell or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Hurt Financial Services or any of its Affiliated Persons from buying, selling or trading in any securities or other investments for their own accounts.

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SECTION 8. RISK ACKNOWLEDGMENT.

Hurt Financial Services does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Hurt Financial Services may use, or the success of Hurt Financial Services overall management of the Account. Client understands that investment decisions made for Client's Account by Hurt Financial Services are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable and can also lose money. Hurt Financial Services will manage only the securities, cash, and other investments held in Client's Account and, in making investment decisions for the Account, Hurt Financial Services will not consider any other securities, cash or other securities, cash, or other investments owned by Client. Except as may otherwise be provided by law, Hurt Financial Services will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by Hurt Financial Services with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (1)) any loss arising from Hurt Financial Services adherence to Client's instructions; or (c) any act or failure to act by the Custodian, any broker or dealer to which Hurt Financial Services directs transactions for the Account, or by any other third party. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; and, therefore nothing in this Agreement will waive or limit any rights that Client may have under those laws.

SECTION 9. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS.

This Section 9 applies if the Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan (including a Keogh plan) under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account ("IRA") under Section 408 of the Code.

If the Account is for a plan subject to ERISA, Client appoints Hurt Financial Services, and Hurt Financial Services accepts its appointment, as an "investment manager" for purposes of ERISA and the Code, and Hurt Financial Services acknowledges that it is a "fiduciary" within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in Section 1 of this Agreement). Hurt Financial Services represents that it is registered as an investment advisor under the investment Advisors Act of 1940, as amended (the "Advisors Act") or under the laws of any State.

Client represents that Hurt Financial Services has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Hurt Financial Services. Client will furnish promptly to Hurt Financial Services any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Hurt Financial Services, such amendment will be binding on Hurt Financial Services only when agreed to by Hurt Financial Services in writing. If the Account contains only a part of the assets of the plan, Client understands that Hurt Financial Services will have no responsibility for the diversification of all of the plan's investments, and that Hurt Financial Services will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, Client will obtain and maintain, at its expense, bonding that satisfies this requirement and covers Hurt Financial Services and its Affiliated Persons.

SECTION 10. OTHER LEGAL ACTIONS.

The Client agrees that Hurt Financial Services will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held by the Account or the issuers of these securities ("Legal Proceedings").

SECTION 11. PROXY VOTING.

The Client agrees that Hurt Financial Services will not vote, or give any advice about bow to vote, proxies for securities held in the Investment Account.

SECTION 12. PRIVACY POLICY

<u>Information Hurt Financial Services Collects.</u> In. connection with providing client with investment products, financial advice, or other services, Hurt Financial Services obtains non-public personal information about client including:

- Information Hurt Financial Services receives from Client on applications
- Information about Client transactions with Hurt Financial Services or others; and,
- Information from credit or service bureaus or third parties.

<u>Information Hurt Financial Services Discloses</u>. Hurt Financial Services will not disclose information regarding Client or Client's account with Hurt Financial Services except under the following circumstances:

- To Client's Advisory Representative and his or her manger;
- To establish or maintain an account with an unaffiliated third party, such as a clearing broker providing services to Client and/or Hurt Financial Services;
- To government entities or other third parties in response to subpoenas or other legal process as required by law.

<u>HURT FINANCIAL SERVICES SECURITY POLICY</u>. Only those individuals who need it to perform their jobs are authorized to have access to confidential client information. Hurt Financial Services maintains physical., electronic, and procedural security measures that comply with applicable state and federal regulations to safeguard confidential Client information.

<u>Closed or Inactive Accounts.</u> If Client decides to closes account (s) or become an inactive customer, Hurt Financial Services will adhere to the privacy policies and practices as described in this notice

<u>Changes to this Privacy Policy.</u> If Hurt Financial Services makes any substantial changes in the way Hurt Financial Services uses or disseminate confidential information, Hurt Financial Services will notify Client.

If Client has any questions concerning this privacy policy, please write Hurt Financial Services.

SECTION 13. TERMINATION.

This Agreement will continue in effect until terminated with 30 days written notice by either party to the other. Termination of this Agreement will not affect (a) the validity of any action previously taken by Hurt Financial Services under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees (pro rated through the date of termination). Any prepaid fees will be refunded to client on a pro-rated schedule based on a 3-month quarter (Example: after 1 month 66.66% of fees will be returned). On the termination of this Agreement, Hurt Financial Services will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

SECTION 14. CLIENT AUTHORITY.

If Client is an individual, Client represents that he or she is of legal age and capacity. If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If a trustee or other fiduciary enters into this Agreement, the trustee or fiduciary represents that Hurt Financial Services investment management strategies, allocation procedures, and investment management services are authorized. under the applicable plan, trust or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement Client will inform Hurt Financial Service of any event that might affect this authority or the propriety of this Agreement.

SECTION 15. DEATH OR DISABILITY.

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

SECTION 16. BINDING AGREEMENT.

This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned (within the meaning of Advisers Act or applicable state securities laws) by either party without the consent of the other party.

SECTION 17. GOVERNING LAW.

This Agreement will be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with Advisers Act, any rule or order of the Securities and Exchange Commission under Advisers Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA

SECTION 18. NOTICES.

Any notice, advice or report to be given to Hurt Financial Services under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), by facsimile transmission, or e-mail to Hurt Financial Services at the address on the first page of this Agreement (Attention.: Hurt Financial Services) or at any other address as Hurt Financial Services may designate in writing. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid), by facsimile transmission, or e-mail (with a hard copy sent by U.S. mail) to Client at the address set forth below or at such other address as Client m ay designate in writing.

SECTION 19. MISCELLANEOUS.

If any provision of this Agreement is or should become inconsistent with. any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Hurt Financial Services failure to insist at anytime on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Hurt Financial Services of any of its rights or privileges. This Agreement contains the entire understanding between Client and Hurt Financial Services concerning the subject matter of this Agreement.

SECTION 20. DISCLOSURE

Code of Alabama 1975, Section 8-6-17(d), states "Except as may be permitted by rule or order of the commission, it is unlawful for any investment advisor to enter into, extend, or renew any investment advisory contract unless it provides in writing,

- that the investment advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client;
- that no assignment of the contract may be made by advisor without the consent of the party to the contract".

Commission Rule 830-X-3-.21 (1)(p) requires that an investment advisor shall not engage in unethical practices such as "entering into or renewing any investment advisory contract unless such contract is in writing and discloses, in substance, the services to be provided, the term of the contract, the advisory fee, the formula for computing the fee, the amount of prepaid fee to be returned in the event of contract termination or nonperformance, whether the contract grants discretionary power to the investment advisor and that no assignment of such contract shall be made by the investment advisor without the consent of the other party to the contract".

Client has received and reviewed a copy of Part II of Hurt Financial Services Form ADV, and as a copy of this Agreement. The Client has the right to terminate this agreement without penalty or fee within five business days after entering into the agreement.

SECTION 21. ARBITRATION PROVISION

Initials: _____ The Client agrees that all controversies that may arise between the Client and Hurt Financial Services concerning performance or breach of this Agreement or any other agreement between them, whether entered into before, on, or after the date this Account is opened, shall be determined by arbitration before a panel of independent arbitrators set up by the American Arbitration Association or such other forum to which the parties agree. If the Client does not notify the other parties in writing of his/her alternative designation within five (5) days after the Client receives a written demand for arbitration then, the Client authorizes Hurt Financial Services to make such designation on their behalf. The Client understands that judgment upon any arbitration award may be entered into in any court or jurisdiction.

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is limited.
- C. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- E. The panels of arbitrators do not have to explain the reason (s) for their award.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative action until: (i) the class certification is denied; or (ii) 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.

THIS IS NOT TO BE CONSTRUED AS A LIMITATION OR RESTRICTION OF ANY CUSTOMER'S RIGHTS.

SECTION 22. EXECUTION OF AGREEMENT

If more than one, all principals to the account must sign if any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE, WHICH IS LOCATED IN SECTION 21 OF THIS AGREEMENT.

With my signature below, I agree that I have read and understood the terms of this agreement and have had a fair chance to have any questions regarding this agreement or the service answered

BY: CLIENT	
Name (Print)	
Signature	Date
Jt Appl Name (Print)	
Jt Appl Signature	Date
BY INVESTMENT ADVISOR REPRESENTATIVE	
Name (Print)	
Signature	Date

Schedule A

Hurt Asset Management Accounts (HAMA)

Asset Value Requirements	Stocks & Mutual Funds Fee	Fixed Income & Cash	Account Set-up Fee
Less than \$100,000	1%	.50%	\$25
\$100,000 - \$199,999	.90%	.50%	\$25
\$200,000 - \$499,999	.80%	.50%	\$25
\$500,000 - \$999,999	.75%	.50%	\$25
\$1,000,000 - \$4,999,999	.70%	.45%	\$25
\$5,000,000 - \$9,999,999	.65%	.40%	\$25
Over \$10,000,000	Negotiated Fee	Negotiated Fee	\$25

Client Names (Print)	Jt Appl Name (Print)	
Client Signatures	Jt Appl Signature	Date
Investment Advisor Rep.(Print)	Investment Advisor Rep. Signature	Date

Suitability/Risk Questionnaire

Client Name:		
t nent Name:		

Please enter your answers for each of the following 8 questions to determine your Risk Profile.

1. What is the major purpose of your investment? Choose one:

Use the funds for a large purchase or expense within 5-7 years

Secure capital and regular income now

Capital growth and income

Long-term growth, I am not concerned with current income

Aggressive growth in the long term

2. When do you anticipate needing these funds?

Less than 3 years

3-6 years

7 - 10 Years

Longer than 10 years

3. Over how long a period will you withdraw funds once you begin?

One year or less

1-5 years

6 - 10 years

11 - 15 years

16 + years

4. Have you ever invested in individual bonds or bond mutual funds?

No, and I would be uncomfortable with the risk if I did

No, but I would be comfortable with the risk if I did

Yes, but I was uncomfortable

Yes, and I was comfortable

5. Have you ever invested in individual stocks or stock mutual funds?

No, and I would be uncomfortable with the risk if I did

No, but I would be comfortable with the risk if I did

Yes, but I was uncomfortable

Yes, and I was comfortable

6. Which statement explains your concern when selecting an investment?

Potential for loss

Mostly potential for loss, but some concern about potential gain

Mostly potential for gain, but some concern about potential loss

Potential for gain

7. Which statement best identifies your feelings about investment risk?

I would only choose investments with low risk associated with them

A mix of investments, most having low risk and the minority having high risk, with potentially greater returns

An aggressive mix of investments, some with a low degree of risk, but the majority having higher risk that may yield higher returns

Higher risk investments that had a greater potential for higher returns

8. If the stock market were to drop 25% in value over three months, and one of your stocks did the same, what would you do with your shares?

Sell them immediately

Sell a portion of them

Hold them, the market and my stock value will turn around soon

Purchase more shares

9. Annual Income

\$0 - \$19,999

\$20,000 - \$49,999

\$50,000 - \$99,999

\$100,000 +

10. Approximate Net Worth (Not including residence)

\$0 - \$14,999

\$15,000 - \$49,999

\$50,000 - \$99,999

\$100,000 - \$499,999

\$500.000 +

11. Approximate Liquid Net Worth (Cash, stocks, etc.)	
\$0 - \$14,999	
\$15,000 - \$49,999	
\$50,000 - \$99,999	
\$100,000 - \$499,999	
\$500,000 +	
Signature:	Date:
A divisor.	Date:
Advisor:	Date: