

Investment Advisory Agreement

This agreement is made between _____ (“Client”) and **North Berkeley Wealth Management, LLC**, a registered investment advisor (“North Berkeley”).

Client appoints North Berkeley to perform the Financial Planning and Investment Management services described below:

Investment Management

North Berkeley will provide investment management services to Client with respect to the assets in the Accounts attached as Exhibit A (the “Assets”). These services will commence as of the date when the parties have executed this agreement.

The agreement consists of the main agreement, and Exhibits as applicable depending on the composition of the overall work provided by North Berkeley.

Exhibit A may be amended at any time to add or withdraw Accounts and will be initialed by Client each time that it is amended.

As part of its investment management services, North Berkeley will recommend how the Assets can be allocated among asset classes in a manner reasonably likely to meet Client’s objectives consistent with Client’s risk tolerance. It will recommend specific investments within each asset class. It will monitor the portfolio and make recommendations from time to time when in its judgment changes in how the Assets are invested will better serve Client’s objectives. Investment recommendations will be made in accordance with Client’s investment objectives and their suitability to Client given Client’s risk tolerance and disclosed financial situation and needs. Recommendations will be made based upon the information Client supplies to North Berkeley; Client is responsible for making sure that the information Client provides is accurate and reasonably complete.

Except as expressly provided herein, North Berkeley shall have authority to effect transactions in Client’s accounts on a discretionary basis and without obtaining Client’s prior consent. Client agrees to execute a limited power of attorney permitting North Berkeley to purchase and sell securities in the Accounts in any form required by the custodian of the Accounts. The discretionary authority and the limited power of attorney may be terminated at any time by Client by notice in writing to North Berkeley.

Compensation to North Berkeley for Investment

Client will pay North Berkeley for investment management services by paying a percentage of the average daily balance of the Assets as valued by the custodian at the end of each calendar quarter. Fee rates and minimums are detailed on Exhibit B.

Investment management fees will be prorated for partial quarters, and will only be charged if they exceed the minimum fee. If the investment management fee is less than the minimum fee, the minimum fee will be charged. Fees will be paid following the end of each calendar quarter based on the average daily balance of the account over the entire quarter. If an average daily balance is not available for any Asset, compensation will be based on the Asset value on the last business day of the quarter as reported by Client's Asset custodian(s).

For the sub-advisory or SMA services rendered, the fee assessed will be distributed between our firm and the chosen Sub-Adviser or SMA. Fees may be deducted wholly by our firm, or by both our firm and the chosen Sub-Adviser or SMA. Generally, the fee charged by the third-party manager will be paid for out of the advisory fee paid to our firm. If the fee is in addition to our firm's advisory fee, the exact amount will be disclosed on Exhibit B of this agreement.

Client authorizes the custodian to deduct from the Client Account(s) the amount of North Berkeley's fee and to remit the fee to North Berkeley. The amount of the fee and of the Assets in the Accounts under management will be shown on the statement sent to the Client by the custodian at the end of each calendar quarter so that Client can verify that the amount deducted is correct. Except as provided below for IRAs and retirement accounts, if there is more than one Account, the deduction will be made from each Account unless the Client and North Berkeley have agreed that deductions will be made non-proportionately. If there is inadequate cash in the Account(s) to pay fees, North Berkeley is authorized to sell securities in the Account(s) to the extent necessary to pay the quarterly fee.

Types of Investments and Investing

North Berkeley will offer investment advice on mutual fund shares, exchange traded funds, equity securities, corporate debt securities, U.S. government securities, municipal securities, CDs, money market funds, variable annuities, options contracts on securities, and interests in partnerships in real estate, oil and gas interests, and, if requested or agreed to by Client, other types of investments. North Berkeley will mainly use fundamental analysis in developing its investment advice, although technical, charting, and macroeconomic analysis may also play a role in North Berkeley recommendations. North Berkeley will generally make long-term investment recommendations, although short-term strategies may be recommended when appropriate to Client's objectives or if North Berkeley believes they can increase Client's returns or reduce Client's investment risks.

Regular Reporting

Client will receive transaction confirmation notices and regular summary Account statements on Client Accounts from the custodian, Pershing, LLC, or through its wholly owned introducing broker-dealer, Pershing Advisor Solutions, LLC (collectively, "Pershing"). To provide these and other services, Client will be required to enter into an agreement with Pershing.

IRAs and Retirement Accounts

North Berkeley offers comprehensive investment advice to Clients including advice on retirement assets in retirement plans sponsored by Client's employer or former employer, as well as Keogh and IRA accounts. North Berkeley specifically includes these Accounts in the Assets under management for Client, and Client agrees that the fees related to those Assets may either be deducted from Client's non-retirement Accounts or billed for payment to Client.

In performing its duties to plan participants, North Berkeley will act in a manner consistent with the requirements of a fiduciary under ERISA charged with performing the duties specified in this Agreement. Under ERISA, the standard of care imposed with respect to plan assets is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use.

The fees received by North Berkeley from Client as set forth above will be the sole compensation that it will receive for advisory services to IRAs and participants in qualified retirement plans. North Berkeley does not intend to accept compensation from any other source, but if it did, the source of the compensation would be identified and the amount would be credited against the fees payable to North Berkeley.

Mutual Fund Management Fees

Client will also incur investment advisory fees and expenses charged by mutual funds and exchange traded funds at the fund level (e.g. management fees and other fund expenses). These will be disclosed in the summary and statutory prospectuses and statements of additional information of the mutual funds which will be delivered or made available by North Berkeley to the Client upon request, either online or, if requested by the Client, in paper form. Whenever required to facilitate trades in Client's Account, Client authorizes North Berkeley to take delivery of prospectuses on Client's behalf.

Ticket Charges & Other Fees Levied by Custodian

Trading charges for transactions in Client Account(s) are paid to Pershing; North Berkeley is not compensated as a result of these charges. The current schedule of charges as negotiated on your behalf by North Berkeley will be furnished to Client at or prior to the time that Client enters into this Agreement, and Client will be notified of any amendments to the schedule. There may also be other account maintenance or administrative fees levied by Pershing from time to time, which, if any, will be charged to Client's Accounts.

Ad Hoc Advice on Other Client Assets

North Berkeley may provide supplemental advice to Client with regard to assets for which North Berkeley does not provide investment management and for which no asset management fees are billed. Client acknowledges that this advice does not imply that North Berkeley has any responsibility for the management, review, or monitoring of those assets. If Client wishes to have North Berkeley provide investment management services with respect to any assets or accounts not specified on Exhibit A, the Client may engage North Berkeley to do so under either an amendment to this agreement or by adding those assets to the Accounts to be managed pursuant to this Agreement or by an addendum to this Agreement.

Illiquid Investments; Private Placements

No investment will be made without Client's prior consent in any illiquid investment, such as a private placement, which does not have a readily determinable market value at the time the investment is made. An advisory fee may be charged for such investments based upon the cost or fair value of the investment but the fee will be negotiated and agreed to in writing by Client at the time of investment or at the time that any current investment's value should become difficult to determine.

Initial Public Offerings (IPOs) and Private Offerings

North Berkeley will not purchase and will not recommend for purchase IPOs for Client's Account. North Berkeley principals, staff, and family are prohibited from purchasing IPOs in their own Accounts and will not purchase securities privately offered unless the securities have first been offered to clients for whom it believes the investment would be suitable or unless the securities are not available for purchase by Clients.

Client Investment Review; Qualifications of North Berkeley Staff and Partners

Financial planning and investment management services under this Agreement will be provided by North Berkeley's partners, or properly qualified and licensed persons under their supervision. The background and education of the partners and other advisory representatives employed by North Berkeley to prepare investment recommendations for Clients are described in Part 2A of the ADV which has been delivered to Client.

Acknowledgement of Risk

North Berkeley's recommendations are based on the professional judgment of its partners and others as disclosed in Part 2A of its Form ADV. North Berkeley does not guarantee the future performance of Client Assets or any specific level of performance or the success of any investment recommendation or strategy that North Berkeley may recommend, or the success of North Berkeley's overall management of Client Assets. Client understands that investment recommendations by North Berkeley are subject to a broad spectrum of risks, including market, economic, business, international, and currency risks.

Financial Planning

North Berkeley will make available financial planning services that will include giving the Client an estimate of the future financial resources available to Client over the Client's lifetime, and how these resources can be used to meet the Client's objectives for retirement, education, estate planning, tax planning, and other personal objectives. The planning may also include, if requested and appropriate, an insurance needs analysis. North Berkeley will not provide legal advice or tax advice. To provide these services, Client authorizes North Berkeley to discuss Client matters and exchange information with Client's other professional advisors. Recommendations resulting from the financial planning and related analyses will be discussed with Client, and if Client approves, implemented with the assistance of appropriate professional advisor(s) (i.e. accountant, attorney, etc.) of Client's choosing.

Compensation for Financial Planning

Fees for financial planning are detailed in Exhibit B.

Additional Hourly Fees if Needed

Occasionally, unusual complexity or duration of a core financial planning or investment management assignment may require more than the usual amount of time and work by North Berkeley. In that event, North Berkeley may request that Client pay an hourly rate for services beyond core services as a pre-condition to undertaking the assignment. In such an instance, Client will execute Exhibit C detailing services and expected hourly charges. Client will not be charged without Client's prior written consent.

Other Services

The services to be provided by North Berkeley under this Agreement are limited to the Financial Planning and Investment Management services described above and do not include any other related or unrelated services.

North Berkeley Investment Policy and Code of Ethics

To manage any conflicts of interest that may arise, North Berkeley has adopted and implemented a policy which requires that securities transactions by North Berkeley partners, advisory representatives, staff, and family be reported to North Berkeley for its review. This is part of North Berkeley's Code of Ethics which serves to establish a standard of business conduct for North Berkeley partners, advisory representatives, staff, and family and is based on fundamental principles of openness, integrity, honesty and trust. North Berkeley's Code of Ethics is available and will be provided at Client's request. North Berkeley's policy to manage conflicts of interest includes the following: None of North Berkeley's partners or staff may effect for themselves, or for their families, any transactions in a security traded on an exchange or over-the-counter which is being actively purchased or sold, or is being considered for purchase or sale, on behalf of any of North Berkeley's Clients until the Client transactions have been completed. North Berkeley also prohibits the misuse of material non-public information by North Berkeley or any person associated with North Berkeley, and has policies in place which are designed to prevent such misuse.

Custody of Client Assets and Client Transactions

Based upon its past experience and study of services provided by different custodians and broker-dealers, North Berkeley will recommend a custodian. Unless expressly agreed otherwise on Exhibit A, all investment management Accounts will be maintained at Pershing, and North Berkeley may make it a condition of its employment as the Client's investment manager that Client use its recommended custodian. North Berkeley is not affiliated with Pershing, LLC or Pershing Advisor Solutions, LLC.

North Berkeley will periodically review the services provided by Pershing and compare them with those provided by others and if it reaches the conclusion that there are material advantages to using another custodian and broker-dealer, it will recommend a change.

Client authorizes the custodian to accept instructions from North Berkeley with respect to investment decisions regarding the Client Accounts and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as North Berkeley shall direct in connection with North Berkeley's obligations in respect to Client Account(s). North Berkeley shall not have the authority to redeem or withdraw assets from the Account(s), except as may be expressly authorized in Client-executed Account documentation and disclosure.

Custodian-Provided Support Services

The custodian or Pershing Advisory Solutions, LLC ("PAS"), acting as introducing broker-dealer to Pershing, LLC as custodian, may provide access to certain investment research products and/or services which assist North Berkeley in its investment decision-making process for its clients. All such transactions shall be in compliance with Section 28(e) of the Securities Exchange Act of 1934. Specifically, although not a material consideration when determining which custodian to recommend to Client, North Berkeley may receive without cost support services which may be used to assist North Berkeley to better monitor and service Client Accounts maintained with that

custodian. Included within the support services that may be obtained is a financial contribution toward Client-related technology services, which may not benefit all clients equally.

Best Execution

Factors which North Berkeley has considered in requiring its clients use Pershing include their financial strength, reputation, execution efficiency, pricing, research, and service, with the aim of providing the best mix of services to its clients. In seeking best execution, North Berkeley considers not only cost but whether transactions are executed at the most favorable price available. Client understands that in return for effecting securities brokerage transactions through a chosen broker-dealer such as Pershing, North Berkeley may receive investment research products and/or services which assist North Berkeley in its investment decision-making process for clients other than the Client.

Order Aggregation

North Berkeley may decide it is to the advantage of its clients to aggregate or batch orders when purchasing or selling the same security at approximately the same time for multiple clients. In such an instance, North Berkeley may then aggregate or batch the orders in order to obtain the best overall price, to negotiate a more favorable commission rate, or to allocate the price and other transaction costs more equitably among its clients. If transactions are aggregated, each client will be deemed to have purchased or sold their shares at the average price and cost obtained by North Berkeley.

North Berkeley Notices

All notices to Client from North Berkeley will be sent either by first class mail, postage pre-paid, to the last addresses provided to North Berkeley by the Client or to Client's email address last provided by the Client to North Berkeley. Client agrees that North Berkeley may deliver any updated brochure (Part 2A of North Berkeley's ADV), showing any material changes to the brochure previously provided to the Client, by email at the email address provided by the Client. North Berkeley's Form ADV, describing its business and filed with the Securities and Exchange Commission, is available at any time at the Investment Adviser Public Disclosure website. Client further agrees that annual Privacy Notices may be delivered to Client by email.

Dispute Resolution

If any dispute arises in connection with this Agreement, North Berkeley and Client agree that if they are unable to resolve the matter directly with one another that it shall be submitted to mediation as provided in the rules of mediation of the American Arbitration Association ("AAA"). If the dispute is not resolved after mediation, the dispute shall be submitted to arbitration before a single arbitrator in accordance with the rules of the AAA. The award of the arbitrator shall be final, and a judgment on the award may be entered in any court having jurisdiction. The arbitrator shall award costs and reasonable attorney's fees to the party that he or she determines is the prevailing party. The mediation and arbitration shall be held in San Francisco, California.

Termination

This Agreement may be terminated by either party on ten days' written notice delivered to the other as provided herein, or by hand delivery. Termination may be accepted verbally at North Berkeley's discretion. The termination date, unless agreed by both parties otherwise, will be 10 calendar days following receipt of notice by North Berkeley. Termination of this Agreement will

not affect (i) the validity of any action previously taken by North Berkeley under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before notice of termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, North Berkeley will have no further obligation to provide services under this Agreement or to recommend or take any action with regard to the securities, cash or other investments of the Client.

Upon receiving notice of termination, North Berkeley will commence administrative paperwork required to complete termination of the relationship, bill their final prorated fees through the termination date based on the Asset value in Client's portfolio on the date of notification. North Berkeley will endeavor to assist Client as needed in the smooth transfer of their accounts away from Pershing to a custodian designated by Client.

Death or Disability

The death or finding of incompetency of Client will automatically terminate this agreement provided that North Berkeley shall not be liable for continuing to provide services under this Agreement so long as it has not been informed of the death or incompetency of Client. However, Client's executor, guardian, attorney-in-fact or other authorized successor may continue the Agreement on the same terms by giving written notice in the form of an Addendum to this Agreement to North Berkeley. The Client recognizes that the custodian may not permit any further transactions in the Accounts until such time as documentation is provided to establish the authorized person(s) who may act as a successor to or on behalf of Client.

Client Responsibility: Proxies

The Client may elect to be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets. In the absence of such an election or the election by North Berkeley to have the Client take responsibility with respect to specific corporate governance issues, North Berkeley will vote all proxies and other offers of reorganization relative to assets owned by the Client. The Client will instruct the custodian to forward to the Advisor all notices proxies and shareholder communications relating to the Assets. Client may at any time inquire with Advisor how such proxies were voted, or request a copy of Advisor's policies and procedures with regard to proxy voting.

Client Responsibility: Updated Information and Objectives; Client Notices

Client shall have sole responsibility to notify North Berkeley if there is a change in Client's financial situation or investment objectives or any other change that Client believes might affect the investment recommendations being made by North Berkeley. Client agrees to provide information and documents requested by North Berkeley to assist it in determining Client's investment objectives, needs and goals, cash flow and existing investments. Client acknowledges that North Berkeley cannot properly perform its services for Client without such information. North Berkeley shall not be required to verify any information provided by Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon.

Except for authorization to effect transactions for Client, all directions, instructions, elections, or notices from Client to North Berkeley under this Agreement shall be in writing and delivered by first class mail or by e-mail to North Berkeley's email address, including notification of a change

in Client's investment objective(s). North Berkeley shall be fully protected in relying upon any direction, instruction, election or notice until it has been duly advised in writing of changes therein.

Client Responsibility: Client Notification

Client agrees to review the monthly and quarterly reports it receives from the custodian and the reports it receives from North Berkeley and to promptly notify North Berkeley if Client has any question about any transaction or if Client believes any transaction was not authorized or to be inappropriate or unsuitable in light of the Client investment objectives and risk tolerance.

Client Responsibility: Authority

Client represents and warrants that Client has all requisite legal authority to execute this Agreement, and that there are no encumbrances, liens or claims made on the Assets other than as expressly disclosed in writing by the Client. Client agrees to immediately notify North Berkeley, in writing, if either of these representations should become untrue.

Non-Exclusive Management

North Berkeley, its other clients, principals, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts as Client. Client expressly acknowledges and understands that North Berkeley is free to render investment advice to others. Nothing in this Agreement shall impose upon North Berkeley any obligation to purchase or sell, or to recommend for purchase or sale, for the Client any security which North Berkeley, its other Clients, its principals, affiliates or employees, may purchase or sell for their own accounts.

Limitations on North Berkeley's Advice

North Berkeley does not provide legal or accounting advice or provide tax preparation services. No portion of North Berkeley's services should be interpreted by Client as legal, accounting or tax advice. Client should consult an attorney, accountant or enrolled agent for such advice. North Berkeley, if requested, will recommend qualified professionals but their services shall be independent of North Berkeley and provided pursuant to a separate agreement between the Client and the professional.

North Berkeley's Liability

North Berkeley will use its best judgment in rendering services to Client. North Berkeley does not warrant or guarantee any particular level of Account performance, or that the Accounts or other Assets under management will be profitable over time. Client acknowledges North Berkeley generally does not try to time the market and that Client is assuming market risk involved in the investment of Account assets in accordance with this Agreement. The sole standard of care imposed on North Berkeley, its partners, and employees by this Agreement is to act with the care, prudence and diligence under the circumstances then prevailing that a prudent investor acting in a like capacity would use. North Berkeley will have no responsibility for the acts of Pershing or other third parties employed to provide services incidental to this Agreement.

Client Conflicts

If this Agreement is between North Berkeley and more than one person as the Client (for example, husband and wife, life partners, parent and child), North Berkeley's recommendations will be based upon the joint goals communicated to North Berkeley by either of those persons. North Berkeley shall be permitted to rely upon instructions from either person unless and until the authority to act upon the instructions of either person is revoked in writing. North Berkeley

may in its sole discretion refuse to accept instructions from one of the persons unless and until it has been approved by the other person or persons. North Berkeley shall not be responsible for any claim or damage resulting from its good faith reliance on the authority given to it to act on the instructions of either party or resulting from any change in the status of the relationship between the parties.

Entire Agreement/Applicable Law

This Agreement supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Limitations on Assignment

This Agreement may not be assigned by one party without the prior written consent of the other party. "Assignment" shall have the meaning given it in the Investment Advisors Act of 1940.

Severability

Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms of this Agreement.

Integration

This agreement contains all of the promises and terms of the understanding between the parties and supersedes any prior agreement between the parties. It may only be amended by a written agreement signed by both parties.

Disclosure Receipt

Client hereby acknowledges receipt of a copy of North Berkeley's Privacy Policy, a copy of Part 2A of Form ADV (Uniform Application for Investment Advisor Registration), and a copy of negotiated brokerage charges on the Pershing platform.

IN WITNESS WHEREOF, the Client and North Berkeley Wealth Management have each executed this agreement:

Client: _____

Date: _____

Client: _____

Date: _____

North Berkeley Wealth Management

By: _____

Date: _____

Fee Rates and Terms

North Berkeley offers a single structure of compensation. An asset management fee is charged quarterly, and there are specific terms under which additional hourly fees are charged.

Asset Management Fee

Asset Value	Quarterly Rate	Annual Rate
Up to \$3 million	0.25%	1.00%
\$3 - \$5 million	0.1875%	0.75%
\$5 - \$15 million	0.125%	0.50%
Above - \$15 million	0.0625%	0.25%

If Asset value is or becomes less than \$1,000,000, North Berkeley requires a minimum quarterly fee of \$2,500, which shall be effective beginning with the quarter in which the average daily balance of the Asset is below \$1,000,000.

In the instance in which work planned will be above and beyond what is included, North Berkeley will notify Client of the need for an hourly charge at the firm's rate of \$295, and a "not to exceed" maximum of hours. Client will agree to these terms in writing before any potentially billable work proceeds. Commonly, hourly fees would only be charged for unusual situations.

Client Signature

Date

Print Name

Client Signature

Date

Print Name

Advisor Signature

Date

Print Name