



**LifeStyle Asset Management, Inc.
INVESTMENT ADVISORY AGREEMENT**

This INVESTMENT ADVISORY AGREEMENT (the "Agreement") is made as of the date set forth on the signature page of the Agreement between the Client, as described on such signature page (the "Client"), and LifeStyle Asset Management, Inc. (the "Advisor"). In consideration of the mutual covenants herein, the parties hereto agree as follows:

The Advisor will provide the Client investment advisory services set forth in the Agreement. The Client agrees to pay for such services as provided in the Agreement.

- 1. Portfolio Management; Custody Arrangements:** Client hereby grants Advisor the exclusive discretionary authority to buy, sell and otherwise trade in stocks, bonds, mutual funds and any other securities, and to invest and reinvest cash that may be held in the portfolio of Client (the "Portfolio") in accordance with the client's chosen investment objective as outlined in Exhibit A - Investment Program Election Form. Client has previously discussed with Advisor his/her investment objectives and agrees to inform Advisor in writing of any material change in Client's circumstances that might affect the manner in which the Portfolio should be managed and to provide Advisor with such other information as Advisor may request. Client hereby represents that, unless Advisor is otherwise notified, all assets that comprise the Portfolio on the effective date of this Agreement will be free of any encumbrances, including constructive liens or margin obligations. Advisor does not maintain custody of Client funds or securities. All funds or securities will be maintained with an independent custodian or such other clearing broker determined by the Client or Advisor from time to time.
- 2. Risk: THE CLIENT UNDERSTANDS THE RISKS OF INVESTING IN SECURITIES AND UNDERSTANDS AND ACKNOWLEDGES CLIENT SHALL BE FULLY RESPONSIBLE FOR ANY LOSS IN THE CLIENT'S PORTFOLIO. ADVISOR MAKES NO REPRESENTATIONS OR GUARANTEES AGAINST LOSS OR PROMISES OF PROFITS.**
- 3. Duties of Advisor:** Advisor will: (A) provide Client quarterly reports and analyses of Client's assets, either directly or through the custodian of Client's assets; (B) determine what securities or other assets will be acquired, sold or maintained in the Client's portfolio; (C) issue instructions to the custodian or trustee of Client's assets as may be appropriate in connection with settlement of portfolio transactions, which instructions must be made in writing sent by first-class mail or, at Advisor's option, orally and confirmed in writing as soon as practical thereafter; and (D) not direct any disposition of securities or funds from the Portfolio except to Client.
- 4. Broker-Dealer Relationships:** Unless otherwise directed by Client in writing, Advisor is responsible for decisions to buy and sell securities or other assets subject to this Agreement for Client, broker-dealer selection, and negotiation of brokerage commission rates. Advisor will instruct all broker-dealers executing orders regarding the Portfolio to forward to Client or, if applicable, to the custodian or trustee of the Portfolio, copies of all confirmations promptly after execution of transactions. Advisor is authorized to incur on behalf of Client and pay out of Portfolio assets any such broker-dealer a commission for a securities transaction in excess of the commission another broker-dealer would have charged for effecting the same transaction; provided that Advisor determines in good faith that such commission was reasonable in relation to the value of the brokerage and research services provided by the broker-dealer, viewed in terms of either that particular transaction or Advisor's overall responsibilities with respect to Client.
- 5. Expenses:** Advisor will maintain, at its expense and without cost to Client, facilities necessary to carry out its obligations hereunder. Client will pay, or cause to be paid, all other expenses relating to Client's

assets, including, without limitation: (i) brokerage commissions in connection with Portfolio transactions to which Client is a party; (ii) all taxes, including securities issuance and transfer taxes; (iii) custodian fees; (iv) extraordinary expenses (including, but not limited to, legal claims, liabilities, litigation costs and any indemnification related thereto).

6. **Compensation:** For services to be rendered pursuant to this Agreement and expenses assumed by Advisor, Client will pay to Advisor compensation in the form of a monthly advisory fee paid at the beginning of each month in advance, based on the value of assets under management on the last day of the preceding calendar month, or hourly fee for service, payable as set forth in Exhibit B – Fee Schedule. In case of termination of this agreement, management fees will be pro-rated for the month in which termination notice was given and any unearned fees will be refunded to Client.

Client hereby grants Advisor the authority to deduct said management fees directly from account(s) through the qualified custodian holding your funds and securities. At the direction of Client, alternate accounts held at custodian can be directed to pay for other account fees. This advisory fee deduction will only take place when the qualified custodian agrees to send you a statement, at least quarterly, indicating all amounts dispersed from your account(s) including the amount of the advisory fee paid directly to our firm.

7. **Valuation:** The market value of the Portfolio will be determined at the end of each calendar month for the purpose of calculating the management fee by adding the value of all securities and other assets and subtracting liabilities of or related to the Portfolio. Adjustments to balances reported on the custodian's statement may be made based on the time weight of deposits or withdrawals from a client's account or for trades, interest and dividends that have yet to be settled.
8. **Receipt:** Client acknowledges receipt of Advisor's brochure required by Rule 204-3 under the Investment Advisers Act of 1940 which is Part 2 of its Form ADV. If the brochure was not received 48 hours prior to execution hereof, then Client has five days within which to terminate this Agreement without cost or expense. The Client further acknowledges the receipt of the Advisor's current fee schedule, a copy of which is attached as Exhibit B to this Agreement and is incorporated herein by reference.
9. **Advisor Liability:** Except as otherwise provided by federal or state securities laws, the Advisor, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the Client by the Advisor, including a broker-dealer and/or custodian. If the Account contains only a portion of the Client's total assets, Advisor shall only be responsible for those assets that the Client has designated to be the subject of the Advisor's investment management services under this Agreement without consideration to those additional assets not so designated by the Client.
10. **Confidential Information:** The parties acknowledge that Advisor and its affiliates may from time to time acquire confidential information in the course of its business and agree that neither Advisor nor its affiliates may divulge, or act upon, such information in connection with its advisory activities, including its duties hereunder, except as necessary to perform it or its officers, employees, agents and representative to perform their obligations hereunder or as set forth in the next sentence. All information and advice furnished by Client to Advisor, or by Advisor to Client hereunder will be treated as confidential and may not be disclosed to third parties except as required by law. By execution of this Agreement, Client acknowledges the receipt of the Advisor's Privacy Policy.
11. **ERISA Matters:** If Client is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Advisor hereby advises Client that Advisor is currently registered as an Investment Advisor under the Investment Advisers Act of 1940, as defined by ERISA, and is deemed to be a "fiduciary," as described in Section 3(21)(A) of ERISA, which responsibility Advisor accepts upon due execution and delivery of this Agreement by Client. The responsibility of Advisor under this Section shall be limited to those facts disclosed to Advisor in writing by the trustee(s) of Client with respect to any limitations, restrictions and authorizations included in the plan documents governing Client, insofar as the guidelines provided do not conflict with the requirements of Title I of ERISA. Client agrees to provide Advisor with a copy of its plan documents. The trustee(s) of Client will satisfy the bonding requirements imposed on advisor under Section 412(a)(2) of ERISA and will send to Advisor a copy of the bonding agreement (or a letter stating that such compliance is pending).

- 12. Non-Exclusivity:** It is understood that Advisor performs investment advisory services for various other clients. Client agrees that Advisor may give advice and take action with respect to any of its other clients that may differ from advice given or the timing or nature of action taken with respect to the Portfolio. It is understood that Advisor does not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Portfolio any security that Advisor, its principals, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client of Advisor.
- 13. Standard of Care:** In providing services under this Agreement, it is agreed that except for gross negligence or willful malfeasance, neither Advisor nor any of its officers, directors, representatives, agents or employees (collectively "Affiliates") shall be liable for any action or omission or for any errors of judgment in connection with this Agreement. Federal and state securities laws may under certain circumstances impose liability on the Advisor or Affiliates. The limitation of liability set forth in the first sentence of this paragraph shall not in any respect be construed as limiting a client's rights which he/she may have under applicable federal or state securities laws, to the extent such limitation would be against public policy.
- 14. Voting Authorization:** Advisor will not vote any proxies relating to the Portfolio on behalf of Client.
- 15. Governing Law:** The laws of the United States and the internal laws of the State of Texas will govern this Agreement and the performance of the transactions by the parties hereto.
- 16. Arbitration:** The parties agree that any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by voluntary arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. You understand that this arbitration clause does not constitute a waiver of the right to seek a judicial forum where such waiver is void under relevant state statutes or rules.
- 17. Authority:** If Client is a corporation, partnership, trust or other entity, Client hereby represents that the person executing this Agreement has the necessary power and authority to do so and undertakes to provide Advisor proper documentation evidencing (i) such authority and (ii) the person(s) authorized from time to time to act on Client's behalf.
- 18. Modification of Agreement:** This Agreement constitutes the entire agreement among the parties and may be amended or modified only in writing signed by all of the parties hereto.
- 19. Assignability:** Neither the Advisor nor Client may transfer or assign, in whole or in part, its rights and obligations hereunder without the prior written consent of the other party.
- 20. Term and Termination:** This Agreement will be effective from its date of execution and will remain in effect until terminated by either party (in accordance with the next sentence). This Agreement may be terminated at any time, without penalty, by Client or by Advisor upon thirty (30) days prior written notice to the other party. Upon termination of this Agreement, Client will issue to Advisor written instructions regarding delivery the assets held in the Portfolio. Advisor will be under no obligation to Client to recommend any action regarding the Portfolio after termination.

The death, permanent disability or incompetency of Client will not terminate or change the terms of this Agreement. However, in the event of Client's death, permanent disability or incompetency, the Client's executor, guardian, attorney-in-fact or other authorized representative may cancel this Agreement by giving written notice to Advisor in accordance with the prior paragraph

Client acknowledges receipt of (1) Part 2A of Form ADV (or a disclosure statement containing the equivalent information), (2) a copy of the Investment Advisor Representative's Form ADV Part 2B, (3) Form ADV Part 3 – Client Relationship Summary (CRS), and (4) a copy of the Lifestyle Asset Management Privacy Policy. 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 advisor, 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 the contract notwithstanding.

The Client agrees and acknowledges that by signing the Agreement he/she has read, understands and consents to all the terms, conditions and limitation of the Agreement, including, but not limited to, any addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the _____ day of _____, 20 _____.

CLIENT:

Signature

Signature (if joint account)

Print Name

Print Name

Title (if signing in representative capacity)

Address to which notices will be sent:

Address to which notices will be sent (only if different from the co-owner's address already provided):

ADVISOR:

LifeStyle Asset Management, Inc.

Account Representative

Address to which notices will be sent:

Acceptance of Officer

Print Name & Title of officer

Account Number

Exhibit A – LifeStyle Asset Management, Inc. Investment Program Election Form

Account Number	Account Name	Registration	Management Style #

LSAM Individual Equity Separate Accounts (\$100,000 minimum):

1. LSAM Legacy GARP

The objective of the LSAM Legacy GARP Portfolio is growth of capital. The portfolio seeks its objective by normally investing at least 90% of its assets in common stocks of global companies that have improving fundamentals (based on growth criteria) and whose stock is reasonably valued or undervalued by the market (based on value criteria). At least 80% of the portfolio is invested in common stocks of global companies with market capitalizations of \$5 billion or above. This portfolio is appropriate for investors with a time horizon of ten years or greater. Risk level is considered to be aggressive.

2. LSAM Large-Cap GARP

The objective of the LSAM Large-Cap GARP Portfolio is growth of capital. The portfolio seeks its objective by normally investing at least 90% of its assets in common stocks of U.S based companies that have improving fundamentals (based on growth criteria) and whose stock is reasonably valued or undervalued by the market (based on value criteria). At least 80% of the portfolio is invested in common stocks of U.S. based companies with market capitalizations of \$5 billion or above. This portfolio is appropriate for investors with a time horizon of ten years or greater. Risk level is considered to be aggressive.

3. LSAM ALL-CAP 30

The objective of the LSAM ALL-CAP 30 Portfolio is growth of capital. The portfolio seeks its objective by normally investing at least 90% of its assets in common stocks of global companies that have sustained better than average rates of growth in both revenue and operating income. At least 80% of the portfolio is invested in common stocks of global companies with market capitalizations over \$1 billion. This portfolio is appropriate for investors with a time horizon of ten years or greater. Risk level is considered to be aggressive.

4. LSAM Equity-Income

The objective of the LSAM Equity-Income portfolio is growth of capital with an equally essential objective of current income. The portfolio seeks its objective by normally investing at least 90% of its assets in common stocks of global companies that have strong growth potential, and in addition, high sustainable dividend yields. This portfolio is appropriate for investors with a time horizon of ten years or greater. Risk level is considered to be aggressive.

LSAM Custom Total Return Portfolios (\$500,000 minimum):

5. LSAM Custom Total Return Growth

The objective of the LSAM Total Return Growth portfolio is to obtain long-term capital appreciation. Under normal market conditions, the portfolio is invested in diversified allocations of domestic and international equities and bonds, alternative investments and money market funds. This Total Return portfolio is customized on a client-by-client basis, and utilizes individual stocks, individual bonds, mutual funds and Exchange-Trade Funds, as well as other investments that are appropriate for meeting the objective of the portfolio. The portfolio is appropriate for investors with a time horizon of seven to ten years. Risk level is considered to be moderately aggressive.

Typical allocation: 70% – 90% equity + alternative assets / 10% – 30% fixed income + cash

6. LSAM Custom Total Return Balanced Growth

The objective of the LSAM Total Return Balanced Growth portfolio is to produce moderate growth of capital with a secondary objective of current income. Under normal market conditions, the portfolio is invested in diversified allocations of domestic and international equities and bonds, alternative investments and money market funds. This Total Return portfolio is customized on a client-by-client basis, and utilizes individual stocks, individual bonds, mutual funds and Exchange-Trade Funds, as well as other investments that are appropriate for meeting the objective of the portfolio. The portfolio is appropriate for investors with a time horizon of five to seven years. Risk level is considered moderate.

Typical allocation: 50% - 70% equity + alternative assets / 30% - 50% fixed income + cash

7. LSAM Custom Total Return Balanced Income

The objective of the LSAM Total Return Balanced Income portfolio is to produce current income with a secondary goal of moderate growth of capital. Under normal market conditions, the portfolio is invested in diversified allocations of domestic and international equities and bonds, alternative investments and money market funds. This Total Return portfolio is customized on a client-by-client basis, and utilizes individual stocks, individual bonds, mutual funds and Exchange-Trade Funds, as well as other investments that are appropriate for meeting the objective of the portfolio. The portfolio is appropriate for investors with a time horizon of three to five years. Risk level is considered low to moderate.

Typical allocation: 20% – 50% equity + alternative assets / 50% – 80% fixed income + cash

LSAM Fund Allocation Portfolios (\$100,000 minimum):

8. LSAM Aggressive Growth

The objective of the LSAM Aggressive Growth portfolio is to obtain long-term capital appreciation without regard for current income. Under normal market conditions, the portfolio is invested in mutual fund and Exchange-Traded Fund allocations of domestic and international equities, alternative investments and money market funds. This portfolio is appropriate for investors with a time horizon of ten years or greater. Risk level is considered to be aggressive.

Typical allocation: 90% – 100% equity + alternative assets / 0% – 10% fixed income + cash

9. LSAM Growth

The objective of the LSAM Growth portfolio is to obtain long-term capital appreciation. Under normal market conditions, the portfolio is invested in mutual fund and Exchange-Traded Fund allocations of domestic and international equities and bonds, alternative investments and money market funds. This portfolio is designed for investors seeking long-term growth with moderate risk and is appropriate for investors with a time horizon of seven to ten years. Risk level is considered to be moderately aggressive.

Typical allocation: 75% – 85% equity + alternative assets / 15% – 25% fixed income + cash

10. LSAM Balanced Growth

The objective of the LSAM Balanced portfolio is to produce moderate growth of capital with a secondary objective of current income. Under normal market conditions, the portfolio is invested in mutual fund and Exchange-Traded Fund allocations of domestic and international equities and bonds, alternative investments and money market funds. This portfolio is appropriate for investors with a time horizon of five to seven years. Risk level is considered moderate.

Typical allocation: 55% – 65% equity + alternative assets / 35% – 45% fixed income + cash

11. LSAM Retirement Income

The objective of the LSAM Retirement Income is to produce moderate growth of capital with an equal objective of current income. Under normal market conditions, the portfolio is invested in mutual fund and Exchange-Traded Fund allocations of domestic and international equities and bonds, alternative investments and money market funds. This portfolio is appropriate for investors with a time horizon of five to seven years. Risk level is considered moderate.

Typical allocation: 55% – 65% equity + alternative assets / 35% – 45% fixed income + cash

12. LSAM Balanced Income

The objective of the LSAM Balanced Income portfolio is to produce current income with a secondary goal of minimal to moderate growth of capital. Under normal market conditions, the portfolio is invested in diversified mutual fund and Exchange-Traded Fund allocations of domestic and international bonds, alternative investments, equities and money market funds. This portfolio is appropriate for investors with a time horizon of three to five years. Risk level is considered low to moderate.

Typical allocation: 35% – 45% equity + alternative assets / 55% – 65% fixed income + cash

13. LSAM Conservative

The objective of the LSAM Conservative is to preserve capital and produce current income with a secondary goal of minimal growth of capital. Under normal market conditions, the portfolio is invested in diversified mutual fund and Exchange-Traded Fund allocations of domestic and international bonds, alternative investments, equities and money market funds. This portfolio is appropriate for investors with a time horizon of less than three years. Risk level is considered low.

Typical allocation: 15% – 25% equity + alternative assets / 75% – 85% fixed income + cash



211 West Edgewood, Suite 300
 Friendswood, Texas 77546
 Tel: 281.612.2035 Fax: 281.992.9221

Exhibit B
Fee Schedule
LifeStyle Asset Management, Inc.
Investment Management Services
September 24, 2020

LifeStyle Asset Management Fee Schedule (Individual Accounts or Household level)

\$0 to \$250,000	1.75%
\$250,001 to \$500,000	1.55%
\$500,001 to \$750,000	1.45%
\$750,001 to \$1,000,000	1.35%
\$1,000,001 to \$2,000,000	1.25%
\$2,000,001 to \$3,000,000	1.05%
\$3,000,001 to \$4,000,000	0.95%
\$4,000,001 to \$5,000,000	0.85%
Over \$5,000,000	0.75%

Small Account Fund Allocation minimum account size:	\$ 10,000
Fund Allocation Portfolio minimum account size:	\$ 100,000
Individual Equity Separate Account minimum account size:	\$ 100,000
Custom Total Return Portfolio minimum account size:	\$ 500,000

The management fee is “linear” meaning the applicable rate will be applied to the household custodian reported value for each level back to the first dollar. For example, a household with a month end value of \$600,000 will be charged at a rate of 1.45% for the entire household value.

Any accounts transferred under Lifestyle Asset Management, Inc. (“LSAM”) with an approved custodian, as well as any aggregation accounts (variable annuities, alternative investments, retirement plan Self-Directed Brokerage Accounts, 529 plan accounts, mutual fund accounts held directly with fund companies, etc.), that are NOT managed under this Agreement or granted any discretion, but for which LSAM receives a data feed for purposes of reporting aggregate client account values on quarterly statements and web client portal views, will be charged a \$15.00 annual fee for database maintenance purposes. This fee, where practicable, will be charged directly to the above-mentioned non-managed account. In cases where this is not practicable, the fee will be charged to another household account, following a client same name, then registration type (non-qualified first, qualified second) method.

Advisory Consulting Services

- \$175.00 per hour (or) negotiated annual retainer calculated on a case-by-case basis

LifeStyle Asset Management, Inc. (“LSAM”) will provide you with a Quarterly Portfolio Report that is for performance measurement purposes only.

LIFESTYLE ASSET MANAGEMENT, INC.

ELECTRONIC DELIVERY AUTHORIZATION FORM

LifeStyle Asset Management, Inc.
211 West Edgewood, Suite 300
Friendswood, TX 77546

At LifeStyle Asset Management, Inc. ("LSAM"), we have policies and procedures in place to protect our clients' privacy, as well as the confidentiality of sensitive communications with our clients. Most forms of communication we utilize are extremely safe. Electronic mail (e-mail) may not, however, be as reliable or secure as other forms of communication.

Pursuant to SEC Release 1562, we are permitted to send you information via e-mail with your express written permission. If you would like to utilize e-mail as a means of communication in matters we handle for you, kindly provide us with your consent below. You may, of course, withdraw this consent at any time. By granting consent, you acknowledge the following:

1. Consent: I consent to the receipt of electronic communications electronically.
2. Access: I have access to the delivery of such communications electronically via e-mail.
3. Receipt: I acknowledge that confirmation of my receipt of information delivered electronically is required and the following methods of acknowledgement are deemed acceptable to me:
 - a. an electronic mail return-receipt
 - b. confirmation that the information was accessed, downloaded, or printed
4. Private Information: Electronic communications sent to you may contain non-public personal information.

As evidenced by your signature below, you expressly authorize LSAM to use e-mail for purposes of sending various types of correspondence related to your account(s). Moreover, all notices and other communications shall be deemed duly provided if sent via e-mail to the email address you have provided.

If your e-mail address changes, please promptly notify our firm in writing at pjackson@lsaminc.com.

Accepted by: _____ Date: _____
(Customer Signature)

Email Address: _____