

REBEL FINANCIAL, LLC

INVESTMENT MANAGEMENT AGREEMENT

Client Name: _____

This agreement is made and entered into by and between rebel Financial, LLC (rF), and the undersigned Client ("Client").

Client agrees to retain rF for the supervision and management of a portfolio of securities in accordance with the following terms and conditions.

1. **Discretionary Authority.** rF shall have full power and authority to supervise and direct the investment of the assets in Client's account described on the Information Statement attached (the "Account"), including the power and authority to buy, sell, exchange, convert and otherwise effect transaction in stocks, bonds and other securities, all without prior consultation with Client. RF shall exercise its authority in accordance with objectives and policies set forth on the attached Information Statement, as such addendum may be amended by Client and rF from time to time.
2. **Custody of Client Assets.**
 - a. **No Control.** Client acknowledges that rF will not retain physical control of Client's assets nor access to the assets, except to permit the withdrawal of the rF management fee if authorized by the Client pursuant to Addendum C.
 - b. **Choice of Broker and Custodian.** Client has full discretion to select the brokerage and custodial arrangements for its assets. Addendum A describes the brokerage and custodial arrangements selected by the Client for the accounts listed in Addendum A. If Client has selected more than one brokerage and custodial arrangement for the account(s), more than one version of Addendum A may be attached to this Agreement.
 - c. **Transaction and Other Fees.** By signing this agreement client acknowledges that it has been provided copies of transaction and other fees of which rF is knowledgeable and been provided information by the brokerage firm and/or custodian for the accounts listed herein. Client understands and acknowledges that different transaction and other fees apply to other brokerage and custodial arrangements. Depending on the brokerage and custodial arrangement selected by the Client, Client may forego the benefits that rF may be able to obtain for its other clients through for example, negotiating volume discounts or block trades.
 - d. **Duties and Liabilities of RF for Custodial Arrangements.** rF will enter orders for securities transactions in Client's account(s) with the broker dealer as described in the relevant Attachment A, provided, however, that Client Agrees that rF will not be required to effect any transaction through the broker if rF reasonably believes that to do so may result in a breach of its duties as a fiduciary. rF will have no

liability with respect to custodial arrangements or the acts, conduct or omissions of the custodian.

- e. **Duties of the Client.** Client is solely responsible for providing to rF the cost basis of any investments not purchased by rF for Client. If so indicated on Attachment A, Client shall provide, or shall instruct the custodian to provide rF with such reports as to the status of the Account as rF shall reasonably request.
 - f. **ERISA Accounts.** If so indicated on Attachment A, if the Account is maintained on behalf of a plan subject to the Employee Retirement Security Act of 1974 ("ERISA") or similar government regulation, Client represents that the custodian selected by Client is capable of providing best execution for the Account's brokerage transactions, and that the commission rates that Client negotiated are reasonable in relation to the brokerage and other services received by the plan. Client will monitor the services provided by custodian selected by the Client to assure that the plan continues to receive best execution and pay reasonable commissions. Client represents that the use of the custodian selected by Client is for the exclusive benefit of the plan.
3. **Fees.** rF's compensation for services hereunder shall be calculated and paid in accordance with the attached Addendums B & C. Should a bill for such fees due to rF remain unpaid for a period of sixty (60) days, said fee will be deducted from Client portfolio assets.
 4. **Reports.** Reports shall be provided by the custodian. Client may request additional reports to be provided by rF as mutually agreed upon by rF And Client.
 5. **Nonexclusive Relationship.** Client recognizes and acknowledges that rF performs investment management services for various clients, and may allocate investment opportunities among its various clients, including Client, on a basis that is, over time, fair and equitable to all clients. Client agrees that rF may give advice and take action with respect to its other clients that may differ from advice given or the timing or nature of action taken with respect to the Account. rF shall have no obligation to purchase or sell for the Account, or to recommend for purchase or sale by the Account, any security that rF its principals, its affiliates or its employees may purchase for themselves or for other clients. Client further acknowledges that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price.
 6. **Liability.** rF, Its officers, directors, affiliates, and employees shall not be liable for any action taken or omitted except in the case of gross negligence and/or willful misconduct, provided that Client shall not be deemed to have waived compliance by rF with any provision of applicable federal or state securities laws or any rules, regulations or orders there under. Client agrees that the sole standard of care imposed upon rF by this agreement is to act with the care, skill, prudence and diligence under the circumstances the prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like objectives. 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.

7. **Client Relationships.** Client has completed the Information Statement attached pursuant to which Client has provided to rF important information about the Account. The Information Statement includes the identity of the custodian which shall take and maintain possession of all assets in the Account.
8. **Confidentiality.** All information and advice furnished by either of the parties to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.
9. **Binding Effect.** This Agreement shall insure to the benefit of the parties and their respective heirs, executors, successors and assigns; provided that rF may not assign this Agreement without the written consent of Client in accordance with the Investment Advisors Act of 1940, as amended (the "Investment Advisors Act").
10. **Termination.** This Agreement may be terminated by either party at any time upon written notice. In the event of such termination, Client shall owe rF a pro rata portion of the fees specified, calculated to the date of termination. Your death will not terminate the Investment Management Agreement or authority granted to rF until we have received actual written notification of your death.
11. **Registration as Investment Advisor.** rF represents that it is registered as an investment adviser under the rules and regulations of the State securities regulator(s) and/or Investment Advisors Act of 1940, as amended, and that such registration shall be kept effective during the term hereof.
12. **Acknowledgements.** Client Acknowledges receipt of the rF Privacy Policy.
13. **Market Risk.** The Client understands that all investments involve risk (the amount of which may vary significantly by portfolio) and that the value of assets may fluctuate due to market conditions, and other factors.
14. **Form ADV.** Client acknowledges that it has received and read a copy of the Firm Brochure Form ADV – Part 2A of rF, as filed with State Investment Advisor Regulators and/or the Securities and Exchange Commission.
15. **Entire Agreement.** This Agreement, together with its exhibits, constitutes the entire agreement of the parties as to the management of the Account, and may be amended only by written document signed by both parties.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without giving effect to principles of conflict of laws, provided there is no inconsistency with federal laws.
17. **ERISA.** If the account is subject to the Employee Retirement Income Act of 1974, as amended ("ERISA") or corresponding provisions of the Internal

Revenue Code, as amended (the IRC), rF acknowledges that rF is a “fiduciary” (as defined in ERISA and the IRC respectively) with respect to performing its duties under this Agreement. Client agrees to maintain the appropriate ERISA bonding for the Account and to include within the coverage of the bond rF and its personnel, as may be required by law. Client represents that employment of rF, and any instructions that have been given to rF with regard to this Account, are consistent with applicable plan and trust documents. Client agrees to furnish rF with copies of such governing documents. The person signing this Agreement on behalf of Client also acknowledges its status as a “named fiduciary” (as defined in ERISA and the IRC respectively) with respect to the control and management of the assets held in the Account, and agrees to notify rF promptly of any change in the identity of the named fiduciary with respect to the Account. rF agrees to obtain and maintain a bond satisfying the requirements of 412 of ERISA and to include rF and rF’s principals, agents and employees among those insured under that bond.

18. Arbitration. This Agreement is governed by a pre-dispute arbitration clause, and as such, the following information concerns the arbitration of controversies:

- **Arbitration is final and binding on the parties.**
- **The parties are waiving their right to seek remedies in court, including the right to a jury trial.**
- **Pre-arbitration discovery is generally more limited and different from court proceedings.**
- **The arbitrator’s award is not required to include factual findings or legal reasoning and any party’s rights to appeal or 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.**

With respect to controversies or disputes which may arise between Client and rF under this Agreement concerning matters involving violations of the Investment Advisers Act or applicable state investment advisory laws, it is understood that the Securities and Exchange Commission and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Investment Advisers Act or applicable state investment adviser laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

Notwithstanding the preceding paragraph, it is agreed that all controversies or disputes which may arise between us (including controversies or disputes with the clearing agent) concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitral, shall be determined by arbitration conducted before, an arbitration panel set

up by the American Arbitration Association in accordance with their respective arbitration procedures. Any of us may initiate arbitration under this Agreement shall be conducted pursuant to the Federal Arbitration Act and laws of the State of Ohio. No person shall bring a putative or certified class action to arbitration, nor seek to enforce a 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: (i) the class certification is denied; or (ii) the class is decertified; or (iii) Client is excluded from the class by 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.

19. **Proxy Voting.** rF, as a matter of policy and practice, has no authority to vote proxies on behalf of advisory clients. The firm may offer assistance as to proxy matters upon a client's request, but the client always retains the proxy voting responsibility.

20. Notice. All written communications from Client regarding this agreement or the Services shall be sent to rF's principal place of business at 540 Offcenter Place, Suite 286, Gahanna, OH, 43230. All such written communication to Client shall be sent to Client's address as provided to rF.

rebel Financial

By: William P Ratcliff 

Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

ADDENDUM A-1

PLACEMENT OF BROKERAGE SERVICES WITH PERFORMANCE
REPORTING THROUGH REBEL FINANCIAL LLC USING
TD Ameritrade Institutional (Custodian/Broker-Dealer).

rebel Financial LLC maintains an institutional relationship with TD Ameritrade Institutional under which acts as the Broker Dealer and Custodian for Client Accounts. This Custodian/Broker-Dealer charges transaction fees and other fees for these services. The Transaction and other fees are disclosed in the account documents provided by the Custodian/Broker-Dealer, and may be changed by Custodian/Broker-Dealer upon notice as described in the account opening documents. rebel Financial receives no compensation from the Custodian/Broker-Dealer for these transactions and other fees.

Client Accounts:

Name: _____ Number: _____
Name: _____ Number: _____
Name: _____ Number: _____
Name: _____ Number: _____

I hereby agree to use TD Ameritrade Institutional as Broker Dealer and Custodian for the above mentioned accounts. Unless designated otherwise, the listed institution shall be custodian for Client's account(s). Client acknowledges that he/she has been informed and understands the risks and protections associated with the selection of custodian.

rebel Financial

By: William P Ratcliff 

Title: President

Date: _____

Client

Name: _____

Signature:

Date: _____

Client

Name: _____

Signature:

Date: _____

ADDENDUM A-2

PLACEMENT OF BROKERAGE SERVICES WITH CLIENT SELECTED BROKER DEALER AND CUSTODIAN

Custodian Bank or Broker Dealer:	
Brokerage Placement:	
Combined Account for Billing:	
Type of Account:	
Proxy Voting Authority:	Retained by Client

Client Accounts:

Name: _____ Number: _____

Name: _____ Number: _____

Name: _____ Number: _____

Client hereby directs rebel Financial LLC to place all trades with the above named Custodian and Broker Dealer. Client understands and agrees that Client is responsible to provide, or to instruct the custodian to provide, rebel Financial with such reports as to the status of the Account as rebel Financial reasonably requests. Client also understands and acknowledges that if any of the accounts indicated above is maintained on behalf of a plan subject to the Employee Retirement Security Act of 1974 ("ERISA") or similar government regulation, Client represents that the custodian selected by Client is capable of providing best execution for the Account's brokerage transactions, and that the commission rates that Client negotiated are reasonable in relation to the brokerage and other services received by the plan. Client will monitor the services provided by custodian selected by the Client to assure that the plan continues to receive best execution and pay reasonable commissions. Client represents that the use of the custodian selected by Client is for the exclusive benefit of the plan.

In consideration of rebel's agreement to direct transactions to the broker dealer above, Client hereby releases rebel Financial and its agents, directors, officers, employees and affiliates. Client agrees to indemnify and hold each of them harmless from any expense, damages or liabilities, including, without limitation, reasonable attorney's fees, which any of them may incur in the enforcement of this indemnification or as a result of or relating directly or indirectly to this directed brokerage arrangement.

I hereby agree to use the above designated custodian as Broker Dealer for the above accounts according to the terms of this addendum.

rebel Financial

By: William P Ratcliff 

Title: President

Date: _____

Client

Client

Name: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ADDENDUM B-1

MANAGEMENT FEE

The fee schedule below sets forth the annual fee for rebel Financial LLC (rF) to manage your account. The Advisory fees are charged at the beginning of each calendar quarter (i.e. 1/4 of the annual fee), are payable in advance, and based upon the value of the account at the end of the calendar quarter, i.e. March 31, June 30, September 30, & December 31, as determined by the custodian. Clients may terminate their relationship with rF at any time by written notice, and the portion of the management fee, based upon the number of days until the end of the calendar quarter, will be refunded.

Clients that establish their relationship with rF during a quarter will be charged an initial fee based on the opening value of the assets deposited or transferred. This fee will be calculated by the standard method and pro-rated based on the number of days remaining in the quarter.

Fees are not progressive. For example, if the account is \$4 million in value, the quarterly fee is calculated by totaling (\$4 million x .0065) divided by 4, or \$6,500.00 quarterly

Amount Under Management:

<u>Relationship Value</u>	<u>Fee</u>
\$5,000,000.00 +	0.500%
\$3,500,000.00-4,999,999.99	0.650%
\$1,500,000.00-3,499,999.99	0.800%
\$1,000,000.00-1,499,999.99	0.900%
\$750,000.00-999,999.99	1.000%
\$500,000.00-749,999.99	1.100%
\$0.00-499,999.99	1.200%

rebel Financial

By: William P Ratcliff



Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

ADDENDUM B-2

MANAGEMENT FEE

The fee schedule below sets forth the annual fee for rebel Financial LLC (rF) to manage your account. The Advisory fees are charged at the beginning of each calendar quarter (i.e. 1/4 of the annual fee), are payable in advance, and based upon the value of the account at the end of the calendar quarter, i.e. March 31, June 30, September 30, & December 31, as determined by the custodian. Clients may terminate their relationship with rF at any time by written notice, and the portion of the management fee, based upon the number of days until the end of the calendar quarter, will be refunded.

Clients that establish their relationship with rF during a quarter will be charged an initial fee based on the opening value of the assets deposited or transferred. This fee will be calculated by the standard method and pro-rated based on the number of days remaining in the quarter.

Fees are not progressive. For example, if the account is \$4 million in value, the quarterly fee is calculated by totaling (\$4 million x .0040) divided by 4, or \$4,000.00 quarterly

Amount Under Management:

<u>Relationship Value</u>	<u>Fee</u>
\$5,000,000.00 +	0.350%
\$3,500,000.00-4,999,999.99	0.400%
\$1,500,000.00-3,499,999.99	0.425%
\$1,000,000.00-1,499,999.99	0.450%
\$750,000.00-999,999.99	0.500%
\$500,000.00-749,999.99	0.550%
\$0.00-499,999.99	0.650%

rebel Financial

By: William P Ratcliff



Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

ADDENDUM B-3

MANAGEMENT FEE

The fee schedule below sets forth the annual fee for rebel Financial LLC (rF) to manage your account. The Advisory fees are charged at the beginning of each calendar quarter (i.e. 1/4 of the annual fee), are payable in advance, and based upon the value of the account at the end of the calendar quarter, i.e. March 31, June 30, September 30, & December 31, as determined by the custodian. Clients may terminate their relationship with rF at any time by written notice, and the portion of the management fee, based upon the number of days until the end of the calendar quarter, will be refunded.

Clients that establish their relationship with rF during a quarter will be charged an initial fee based on the opening value of the assets deposited or transferred. This fee will be calculated by the standard method and pro-rated based on the number of days remaining in the quarter.

Fees are not progressive. For example, if the account is \$4 million in value, the quarterly fee is calculated by totaling (\$4 million x .0055) divided by 4, or \$5,500.00 quarterly

Amount Under Management:

<u>Relationship Value</u>	<u>Fee</u>
\$5,000,000.00 +	0.500%
\$3,500,000.00-4,999,999.99	0.550%
\$1,500,000.00-3,499,999.99	0.650%
\$1,000,000.00-1,499,999.99	0.750%
\$750,000.00-999,999.99	0.800%
\$500,000.00-749,999.99	0.900%
\$0.00-499,999.99	1.000%

rebel Financial

By: William P Ratcliff



Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

ADDENDUM B-4

MANAGEMENT FEE

The fee schedule below sets forth the annual fee for rebel Financial LLC (rF) to manage your account. The Advisory fees are charged at the beginning of each calendar quarter (i.e. 1/4 of the annual fee), are payable in advance, and based upon the value of the account at the end of the calendar quarter, i.e. March 31, June 30, September 30, & December 31, as determined by the custodian. Clients may terminate their relationship with rF at any time by written notice, and the portion of the management fee, based upon the number of days until the end of the calendar quarter, will be refunded.

Clients that establish their relationship with rF during a quarter will be charged an initial fee based on the opening value of the assets deposited or transferred. This fee will be calculated by the standard method and pro-rated based on the number of days remaining in the quarter.

Fees are not progressive. For example, if the account is \$4 million in value, the quarterly fee is calculated by totaling (\$4 million x .0075) divided by 4, or \$7,500.00 quarterly

Amount Under Management:

<u>Relationship Value</u>	<u>Fee</u>
\$5,000,000.00 +	0.600%
\$3,500,000.00-4,999,999.99	0.750%
\$1,500,000.00-3,499,999.99	1.000%
\$1,000,000.00-1,499,999.99	1.100%
\$750,000.00-999,999.99	1.200%
\$500,000.00-749,999.99	1.300%
\$0.00-499,999.99	1.400%

rebel Financial

By: William P Ratcliff 

Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____

ADDENDUM B-5

**MANAGEMENT FEE
FOR PLANNING OR CONSULTING SERVICES**

\$150.00/hour billed at the end of the quarter or at the end of the project whichever is sooner.

rebel Financial

By: William P Ratcliff *William P Ratcliff*

Title: President

Date: _____

Client

Name: _____

Signature:

Date: _____

Client

Name: _____

Signature:

Date: _____

ADDENDUM C

FEE PAYMENT AUTHORIZATION

Please Check:

Client authorizes the rebel Financial annual fee to be deducted quarterly in advance from the Client Account(s) included in this agreement.

Client authorizes the rebel Financial annual fee to be deducted quarterly in advance from the Client Account(s) listed below:

Account #: _____

Account #: _____

Account #: _____

Client authorizes rebel Financial to send an invoice and receive payments from a third party custodian. rebel Financial should send a copy of such invoice to:

Please send a copy of all statements to:

rebel Financial

By: William P Ratcliff *William P Ratcliff*

Title: President

Date: _____

Client

Name: _____

Signature: _____

Date: _____

Client

Name: _____

Signature: _____

Date: _____