



Client Advisory Agreement

Agreement, made on _____, between _____ (hereinafter referred to as the "Client"), and Goodwin Investment Advisory, LLC ("GIA" or "Adviser"), a registered investment adviser.

1. Scope of Engagement

Investment Management

The Client hereby appoints GIA as an Investment Adviser to perform the services hereinafter described, and GIA accepts such appointment. GIA shall be responsible for the implementation of the services for which it is engaged regarding those assets (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Portfolio") designated by the Client to be subject to the terms and conditions of this agreement.

- a. GIA is authorized to buy, sell, and trade in stocks, bonds, mutual funds, direct participation programs, other securities and/or contracts relating to the same, and/or other financial/investment products, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to a registered broker-dealer, sub-advisor, fund manager, Separately Managed Account (SMA) manager, other financial institution, and/or the Custodian (see section 3 for further information regarding Custodian) of the Assets.
- b. GIA may allocate, as authorized by Client, all or a portion of the Assets, based upon the Client's stated investment objectives, among various investment alternatives, sub-advisors, and/or fund managers, without restriction or limitation unless specifically stated in writing.

Financial Planning

GIA agrees to provide Financial Planning as an ancillary service available upon request. Financial Planning includes oral or written advice that addresses one or more area(s) of a client's financial situation, such as risk management, retirement planning, education funding, general estate planning and tax planning, social security timing, and aligning couples' financial goals. GIA does not provide legal or tax advice or tax preparation and accounting services.

2. Client Acknowledgments

- a. The Client hereby agrees to furnish GIA with all current information and/or documentation relative to his or her financial and investment situation. The Client further agrees to keep GIA informed of any changes as they pertain to Client's objectives, needs, and goals. The Client acknowledges that GIA cannot adequately perform its services for the Client unless the Client diligently performs their responsibilities under this Agreement.
- b. Client authorizes GIA to respond to inquiries from, and communicate and share information with, Client's attorney, accountant, and other professionals to the extent necessary in furtherance of GIA's services under this Agreement.

3. Custodian

- a. The Assets shall be held by an independent, Qualified Custodian ("Custodian") or issuer, not GIA.
- b. The term "Custodian" for purposes of this Agreement shall mean the financial institution designated by the Client herein such as a broker-dealer or other financial institution maintaining Assets of the Client.
- c. GIA is authorized to give instructions to the Custodian with respect to movements of money regarding the Portfolio, and the Custodian is hereby authorized and directed to affect such movements, distribute monies, and otherwise take such actions as GIA shall direct in connection with the performance of GIA's obligations

with respect to the Assets held by the Custodian. GIA shall have no authority or ability to disburse money from Client's Portfolio unless Client provides written instructions and authorization to Custodian and GIA.

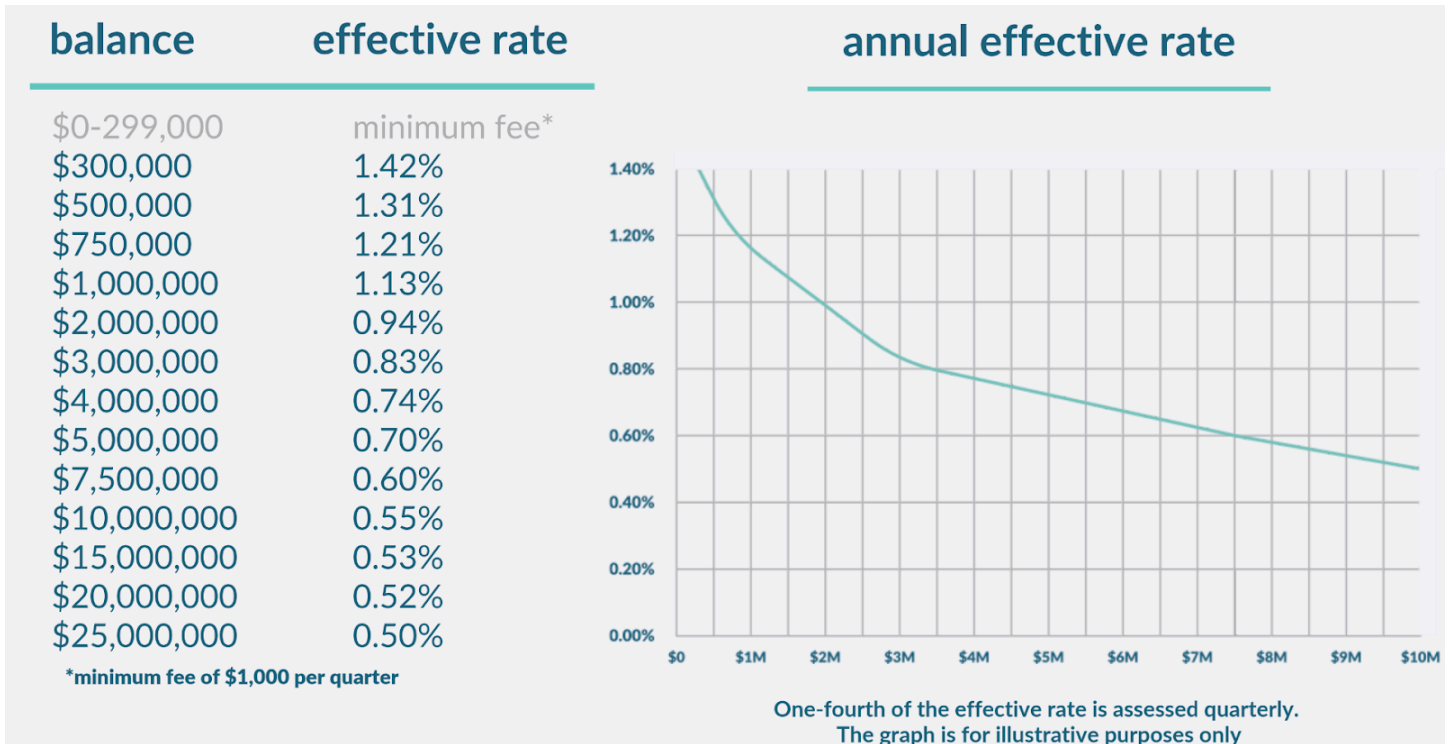
- d. Custodian, not GIA, will provide Client with statements, on at least a quarterly basis, showing all transactions, including fee disbursements, in the Client's account.

4. Investment Advisory Fee Schedule

Annual Advisory Fee Per Tier

Up to \$50,000	1.6%	\$400,000-\$500,000	1.1%	\$2,000,000-\$3,000,000	0.6%
\$50,000-\$100,000	1.5%	\$500,000-\$750,000	1.0%	\$3,000,000-\$5,000,000	0.5%
\$100,000-\$200,000	1.4%	\$750,000-\$1,000,000	0.9%	\$5,000,000-\$10,000,000	0.4%
\$200,000-\$300,000	1.3%	\$1,000,000-\$1,500,000	0.8%	\$10,000,000-\$20,000,000	0.3%
\$300,000-\$400,000	1.2%	\$1,500,000-\$2,000,000	0.7%	\$20,000,000+	0.2%

- a. One quarter of the blended annual fee is charged in advance and is calculated based on the ending balance of the account, as determined by Custodian, at the close of the last trading day of each prior quarter. Your first invoice will be prorated as of the date that you sign the Client Advisory Agreement. In all cases, the minimum quarterly fee per client is \$1,000 or \$333 a month. Cash and cash equivalents and any margin debt balances are included in the calculation of advisory fees. Under certain circumstances, minimums and fees may be negotiable.



- b. If an Investment Management client has been provided a Dynamic Financial Plan (see Firm Brochure) and terminates the agreement before the first twelve months of service, there will be a \$2,000 termination fee.
- c. You pay the quarterly fees by giving GIA written authorization to deduct the fees from your account when you open a brokerage account at Custodian.
- d. You may incur other fees and expenses in addition to our investment management fees. These include transaction fees, SEC fees, fund expense fees, or custodian fees.

5. Risk Acknowledgment

The Client acknowledges the nature and risk of the Advisor's investment strategy as described in ADV Part 2A Brochure. The Client understands that there will be varying degrees in risk of investments and there may be a loss or depreciation of the value of any investment due to the fluctuation of market values.

All investment strategies have the potential for profit or loss that the Client should be prepared to bear. Performance results for the Client's Account(s) will vary, and past performance does not indicate future results.

The Client hereby understands and agrees that the Advisory Services:

- a. May not consider the Client's other assets, asset concentration, debt, or other accounts the Client holds directly, or with any third party, that has not been disclosed to the Adviser; and
- b. the Advisor's recommendations and advice may not be suitable for all investors with undisclosed outside assets, debt, or other accounts; and
- c. the Advisor relies on the information provided by the Client, and the Advisor does not independently verify the completeness or accuracy of such information.

6. Directions to GIA

All directions, instructions and/or notices from the Client to GIA shall be in writing, including notification of a change in the Client's investment objective(s), and instruction about assets held away as relating to changes in the investment menu or custodian. GIA shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

7. Adviser Liability

The Client agrees that all transactions in the Client's Portfolio are for the Client's sole account and risk. The Client agrees that GIA shall not be liable for any loss suffered by the Client arising out of any recommendation, transaction, investment, or other action taken with respect to the Portfolio pursuant to this Agreement; provided, however, that GIA shall not be excluded from liability for losses occasioned by GIA's willful misfeasance, bad faith, or gross negligence in the performance of its duties hereunder. GIA shall have no responsibility whatsoever for the management of any other assets of the Client, other than the Portfolio. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing in this Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable federal or state law.

8. Assignment

Neither Client nor Adviser may assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the prior written consent of the other party. Should there be a change of control of the Firm, the successor firm will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to the Client by the Firm. If the Client continues to accept the services provided by the successor without written objection during the thirty (30) days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the adviser to Client under the terms and conditions of this Agreement. Client acknowledges that transactions that do not result in a change of actual control or management of Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

9. Amendment

Except as otherwise provided in this Agreement, the Adviser has the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions, provided Adviser notifies Client of the amendment at least thirty (30) days before the change takes effect. This Agreement may be amended by Client only with the written consent of the Adviser.

10. Termination

This Agreement will continue in effect until it is terminated by either party by written notice to the other, at least thirty days in advance of the requested termination date. Termination of this Agreement will not affect:

- a. the validity of any action previously taken by GIA 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 (prorated through the date of termination).

Upon the termination of this Agreement, GIA will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. In addition, GIA is under no obligation to maintain Client's records other than as required by law. Your personal records maintained on any GIA operated information system, platform, or portal may be permanently lost.

11. Death or Disability

The death or incapacity of the Client shall not terminate the authority of Adviser granted herein until Adviser shall receive actual notice of such death or incapacity. Upon such notice, Client's executor, guardian, attorney-in-fact or other authorized representative must engage Adviser in order for Adviser to continue to service Client's account(s) but will not have the ability to transact in the account.

12. Voluntary Arbitration

Any contract or dispute between the Client and the Adviser concerning any transaction, performance, or breach of this Agreement shall be settled by arbitration. The Client and the Adviser agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the Securities Arbitration Rules of the American Arbitration Association.

The arbitrators' award shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The agreement to arbitrate does not entitle the Client to obtain arbitration of claims that the relevant statute of limitations would bar if such claims were brought in a court of competent jurisdiction. By the Client signing this agreement, it is understood that:

- a. The arbitration shall be final and binding on all parties; and
- b. the arbitrators' award is required to include factual findings and legal reasoning; and
- c. the parties are waiving their right to remedies in court, including the right to a trial by jury; and
- d. pre-arbitration discovery is generally more limited than and different from court proceedings; and
- e. the panel of arbitrators will typically include arbitrators who were or are affiliated with the securities industry.

This Agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.

13. Proxy & Legal Proceedings

The Adviser does not vote proxies on the Client's behalf. The Client shall be responsible for all decisions concerning the voting of proxies for securities held in the Client's Account(s). The Adviser will not take any action regarding the vote of these proxies.

The Adviser will not be responsible for filing or participating in class actions or legal proceedings involving securities or holdings in or formerly held in the Client's Account(s).

14. Client Conflicts

If this Agreement is between GIA and related clients (i.e. husband and wife, life partners, etc.), GIA's services shall be based upon the joint goals communicated to GIA. GIA shall be permitted to rely upon instructions from either party with respect to disposition of the Portfolio, unless and until such reliance is revoked in writing. GIA shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

15. Electronic Delivery

Client hereby authorizes GIA to distribute information to the Client in electronic format to the email address provided by the Client.

16. Registration

GIA is a Registered Investment Adviser, and required registrations will be kept effective during the term of this Agreement.

17. GIA Contact Information

Website: www.goodwininvestment.com Phone: (678) 741-2370 Email: teamgia@goodwininvestment.com

18. Authority

The Client acknowledges that they have all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. The Client correspondingly agrees to immediately notify GIA, in writing, if either of these representations should change.

19. Trusted Contact

Client authorizes GIA to contact individual(s) listed with Custodian as a "trusted contact" if there are questions or concerns about your health or welfare due to potential diminished capacity, financial exploitation or abuse, endangerment, and/or neglect. We may: (1) Provide the trusted contact with information about you and/or your account(s), but not the ability to transact on your account(s). (2) Inquire about your current contact information or health status. (3) Inquire about whether another person or entity has legal authority to act on your behalf (e.g., legal guardian or conservator, or trustee). The Client hereby grants the Adviser permission to report to the state securities regulator and State Adult Protective Services any incident where the Adviser reasonably believes that the Client's financial exploitation has been attempted or has occurred.

(signature page to follow)

20. Execution

By signing and dating below, I acknowledge my receipt and understanding of this agreement and all provisions set forth within it and agree to abide by the provisions set forth within this agreement. I further acknowledge receipt of GIA's Firm Brochure (Part 2A of Form ADV), Privacy Notice, Client Relationship Summary (Form CRS), and my investment adviser representative's Brochure Supplement (Part 2B of Form ADV). The Client agrees that this Agreement supersedes all other written or oral agreements regarding GIA services.

Client signature

Date

Print Name

Joint Client signature

Date

Print Name

GIA Authorized signature

Date

Print Name

Initial amount estimated under management \$_____