

# HOOVER FINANCIAL ADVISORS DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT

This investment management agreement ("Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the undersigned party, \_\_\_\_\_ ("Client"), the Investment Advisory Representative Peter K. Hoover ("IAR") and Hoover Financial Advisors, ("HFA") a Registered Investment Adviser, Pennsylvania Corporation with a principal place of business at 112 Moores Road, Suite 100, Malvern, Pennsylvania 19355. By this Agreement, Client retains HFA to provide investment management services to Client on the following terms:

**1. INVESTMENT MANAGEMENT SERVICES.** HFA WILL DIRECT, IN HFA'S SOLE DISCRETION AND WITHOUT FIRST CONSULTING CLIENT, THE INVESTMENT AND REINVESTMENT OF THE ASSETS IN CLIENT'S ACCOUNT (THE "ACCOUNT") IN SECURITIES AND CASH OR CASH EQUIVALENTS. CLIENT'S FINANCIAL CIRCUMSTANCES, INVESTMENT OBJECTIVES AND ANY SPECIAL INSTRUCTIONS OR LIMITS THAT CLIENT WISHES HFA TO FOLLOW IN MANAGING THE ACCOUNT ARE DESCRIBED ON THE INVESTMENT POLICY STATEMENT (THE "IPS"). HFA'S AUTHORITY AND DISCRETION SHALL INCLUDE, WITHOUT LIMITATION, THE POWER TO BUY, SELL, RETAIN, TENDER AND EXCHANGE INVESTMENTS, TO REINVEST THE PROCEEDS OF SALE, INTEREST, DIVIDENDS AND APPRECIATION OF INVESTMENTS, AND TO EFFECT TRANSACTIONS WITH CUSTODIANS, MUTUAL FUND MANAGERS AND OTHER SECURITIES MANAGER AND INSTITUTIONS, SUBJECT TO THE IPS. SUCH INVESTMENT GUIDELINES ARE EXPECTED TO BE AMENDED FROM TIME TO TIME BY A SIGNED AND SUBSEQUENTLY DATED SUBSTITUTION FOR THE IPS. CLIENT ACKNOWLEDGES THAT EVEN TO THE EXTENT THAT ASSETS ARE INVESTED IN LIQUID SECURITIES, THAT THE TIMING OF THE WITHDRAWAL OF ASSETS FROM THE ACCOUNT AND THE LIQUIDATION OF ACCOUNT INVESTMENTS TO SATISFY WITHDRAWAL REQUESTS IS SUBJECT TO MARKET RULES AND CONDITIONS AND OTHER FACTORS OUTSIDE OF THE CONTROL OF HFA. ACCORDINGLY, CLIENT AGREES TO PROVIDE HFA WITH REASONABLE ADVANCE NOTICE OF CLIENT'S INTENTION TO WITHDRAW ASSETS FROM THE ACCOUNT. CLIENT AGREES TO NOTIFY HFA PROMPTLY OF ANY SIGNIFICANT CHANGE IN THE INFORMATION PROVIDED BY THE CLIENT ON THE IPS OR ANY OTHER SIGNIFICANT CHANGE IN CLIENT'S FINANCIAL CIRCUMSTANCES OR INVESTMENT OBJECTIVES THAT MIGHT AFFECT THE MANNER IN WHICH CLIENT'S ACCOUNT SHOULD BE MANAGED. CLIENT ALSO AGREES TO PROVIDE HFA WITH SUCH ADDITIONAL INFORMATION AS HFA MAY REQUEST FROM TIME TO TIME TO ASSIST IT IN MANAGING THE ACCOUNT. IN ADDITION, HFA AGREES TO BE REASONABLY AVAILABLE FOR CLIENT CONSULTATION WHEN NEEDED. HFA DOES NOT

GUARANTEE THE INVESTMENT PERFORMANCE OF ANY OF THE INVESTMENTS OF THE ACCOUNT. HFA'S AUTHORITY UNDER THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL CHANGED OR TERMINATED BY THE CLIENT IN WRITING AS PROVIDED IN THIS AGREEMENT.

**2. EXECUTION OF INVESTMENT ACCOUNT TRANSACTIONS.** THE CLIENT HEREBY DIRECTS THAT TRANSACTIONS FOR THE ACCOUNT SHOULD BE EXECUTED THROUGH CHARLES SCHWAB & CO. INC. AS THE CLIENT MAY DESIGNATE IN WRITING (THE "DIRECTED BROKER"). IN SELECTING THE DIRECTED BROKER, THE CLIENT HAS THE SOLE RESPONSIBILITY FOR NEGOTIATING COMMISSION RATES AND OTHER TRANSACTION COSTS WITH THE DIRECTED BROKER. ALTHOUGH CLIENT HAS SELECTED A DIRECTED BROKER, CLIENT AGREES THAT ADVISER WILL NOT BE REQUIRED TO EFFECT ANY TRANSACTION THROUGH THE DIRECTED BROKER IF ADVISER REASONABLY BELIEVES THAT TO DO SO MAY RESULT IN A BREACH OF ITS DUTIES AS A FIDUCIARY. CLIENT UNDERSTANDS THAT BY INSTRUCTING ADVISER TO EXECUTE ALL TRANSACTIONS ON BEHALF OF THE ACCOUNT THROUGH THE DIRECTED BROKER, A DISPARITY MAY EXIST BETWEEN THE COMMISSIONS BORNE BY THE ACCOUNT AND THE COMMISSIONS BORNE BY ADVISER'S OTHER CLIENTS THAT DO NOT DIRECT ADVISER TO USE A PARTICULAR BROKER-DEALER. CLIENT ALSO UNDERSTANDS THAT BY INSTRUCTING ADVISER TO EXECUTE ALL TRANSACTIONS ON BEHALF OF THE ACCOUNT THROUGH THE DIRECTED BROKER, CLIENT MAY NOT NECESSARILY OBTAIN COMMISSION RATES AND EXECUTION AS FAVORABLE AS THOSE THAT WOULD BE OBTAINED IF ADVISER WERE ABLE TO PLACE TRANSACTIONS WITH OTHER BROKER-DEALERS. CLIENT MAY ALSO FOREGO BENEFITS THAT ADVISER MAY BE ABLE TO OBTAIN FOR ITS OTHER CLIENTS THROUGH, FOR EXAMPLE, NEGOTIATING VOLUME DISCOUNTS OR BLOCK TRADES.

IN CONSIDERATION OF ADVISER'S AGREEMENT TO DIRECT TRANSACTIONS TO THE DIRECTED BROKER, CLIENT HEREBY RELEASES ADVISER AND ITS

AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES. CLIENT AGREES TO INDEMNIFY AND HOLD EACH OF THEM HARMLESS FROM ANY EXPENSES, 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.

HFA MAY GIVE A COPY OF THIS AGREEMENT TO ANY BROKER, DEALER OR OTHER PARTY TO A TRANSACTION FOR THE ACCOUNT, OR THE CUSTODIAN (AS DEFINED BELOW) AS EVIDENCE OF HFA'S AUTHORITY TO ACT FOR CLIENT.

**3. CUSTODIAL ARRANGEMENTS.** CUSTODY OF ACCOUNT ASSETS WILL BE MAINTAINED WITH THE INDEPENDENT CUSTODIAN SELECTED BY THE CLIENT THAT IS ACCEPTABLE TO HFA AND NAMED ON SCHEDULE A. HFA WILL NOT HAVE CUSTODY OF ANY ASSETS IN THE ACCOUNT. CLIENT WILL BE SOLELY RESPONSIBLE FOR PAYING ALL FEES OR CHARGES OF THE CUSTODIAN IN ADDITION TO THE ACCOUNT INVESTMENT MANAGEMENT FEES. CLIENT AUTHORIZES HFA TO GIVE CUSTODIAN INSTRUCTIONS FOR THE PURCHASE, SALE, CONVERSION, REDEMPTION, EXCHANGE OR RETENTION OF ANY SECURITY, CASH OR CASH EQUIVALENT OR OTHER INVESTMENT FOR THE ACCOUNT. CLIENT ALSO AUTHORIZES AND DIRECTS HFA TO INSTRUCT CUSTODIAN ON CLIENT'S BEHALF TO (A) SEND CLIENT AT LEAST QUARTERLY A STATEMENT SHOWING ALL TRANSACTIONS OCCURRING IN THE ACCOUNT DURING THE PERIOD COVERED BY THE ACCOUNT STATEMENT, AND THE FUNDS, SECURITIES AND OTHER PROPERTY IN THE ACCOUNT AT THE END OF THE PERIOD; AND (B) PROVIDE HFA COPIES OF ALL PERIODIC STATEMENTS AND OTHER REPORTS FOR THE ACCOUNT THAT CUSTODIAN SENDS TO CLIENT.

**4. MANAGER REPORTS.** HFA MAY PROVIDE CLIENT WITH A REPORT THAT MAY INCLUDE SUCH RELEVANT ACCOUNT AND/OR MARKET RELATED INFORMATION SUCH AS AN INVENTORY OF ACCOUNT HOLDINGS, PERFORMANCE ON A QUARTERLY BASIS, OR A CONSOLIDATED REPORT OF ALL KNOWN CLIENT ACCOUNT HOLDINGS. CUSTODIAN WILL PROVIDE TO CLIENT TRADE CONFIRMATIONS PRIOR TO OR AT TRADE SETTLEMENT AND A BROKERAGE ACCOUNT STATEMENT NO LESS THAN QUARTERLY.

**5. INVESTMENT MANAGEMENT FEES.** CLIENT WILL PAY HFA A FEE FOR ITS INVESTMENT MANAGEMENT SERVICES (THE "INVESTMENT MANAGEMENT FEE"). THE INVESTMENT MANAGEMENT FEE SHALL BE COMPUTED UPON THE VALUE OF THE TOTAL ASSETS COVERED BY THIS AGREEMENT AT THE END OF THE CALENDAR QUARTER. IF THE SERVICES TO BE RENDERED HEREUNDER SHALL COMMENCE ON A DAY

OTHER THAN THE FIRST DAY OF A CALENDAR QUARTER OR TERMINATE OTHER THAN ON THE LAST DAY OF A CALENDAR QUARTER, THE INVESTMENT MANAGEMENT FEE SHALL BE FAIRLY AND EQUITABLY PRORATED. CLIENTS ARE BILLED ON A QUARTERLY BASIS, DEBITED QUARTERLY IN ADVANCE, BASED UPON THE TOTAL VALUE OF THE ASSETS OR ACCOUNT ON THE LAST DAY OF THE PREVIOUS QUARTER. TOTAL ASSETS SHALL MEAN THE SUM OF THE VALUES TAKEN AT MARKET OF ALL THE ASSETS. HFA SHALL NOT BE COMPENSATED ON THE BASIS OF A SHARE OF CAPITAL GAINS OR CAPITAL APPRECIATION OF THE ACCOUNT. THE FEE SCHEDULE IS SET FORTH ON SCHEDULE A. IF ASSETS ARE WITHDRAWN FROM OR DEPOSITED INTO AN ACCOUNT AFTER THE INCEPTION OF A QUARTER THAT EXCEED, IN AGGREGATE, \$50,000, THE FEE PAYABLE WITH RESPECT TO THE ASSETS WILL BE PRORATED BASED ON THE NUMBER OF DAYS REMAINING IN THE QUARTER AND BILLED OR REFUNDED IN ARREARS. CLIENT UNDERSTANDS THAT ACCOUNT ASSETS INVESTED IN SHARES OF MUTUAL FUNDS, OTHER INVESTMENT COMPANIES OR POOLED INVESTMENT VEHICLES ("FUNDS") WILL BE INCLUDED IN CALCULATING THE VALUE OF THE ACCOUNT FOR PURPOSES OF COMPUTING HFA'S FEES UNLESS SPECIFIED ON THE IPS, AND THE SAME ASSETS WILL ALSO BE SUBJECT TO OTHER FEES AND EXPENSES. CLIENT MAY ALSO INCUR CERTAIN CHARGES IMPOSED BY UNAFFILIATED THIRD PARTIES IN ADDITION TO THE MANAGEMENT FEE. SUCH CHARGES INCLUDE, AND ARE NOT LIMITED TO, CUSTODIAL FEES, BROKERAGE COMMISSIONS, CHARGES IMPOSED DIRECTLY BY A MUTUAL FUND WHICH ARE DISCLOSED IN THE FUND'S PROSPECTUS (E.G., FUND MANAGEMENT FEES AND OTHER FUND EXPENSES), CERTAIN DEFERRED SALES CHARGES, WIRE TRANSFER AND ELECTRONIC FUND FEES CHARGED BY THE ACCOUNT CUSTODIAN, AND OTHER FEES AND TAXES ON BROKERAGE ACCOUNTS AND SECURITIES TRANSACTIONS.

THE SMALLEST RELATIONSHIP ACCEPTED FOR MANAGEMENT SHALL CONTAIN NO LESS THAN \$250,000 IN MANAGED ASSETS. HFA MAY MAKE EXCEPTIONS IN CERTAIN CIRCUMSTANCES AND WAIVE THE MINIMUM BASED ON CLIENT CIRCUMSTANCES AND APPROVAL FROM HFA MANAGEMENT.

HFA WILL SEND TO THE CUSTODIAN AN INVOICE SHOWING THE AMOUNT OF THE INVESTMENT MANAGEMENT FEE DUE. CLIENT IS RESPONSIBLE FOR VERIFYING FEE COMPUTATIONS SINCE CUSTODIANS ARE NOT TYPICALLY ASKED TO PERFORM THIS TASK. THE CUSTODIAN WILL SEND CLIENT A STATEMENT AT LEAST QUARTERLY SHOWING ALL AMOUNTS PAID FROM THE ACCOUNT, INCLUDING ALL INVESTMENT MANAGEMENT FEES PAID BY CUSTODIAN TO HFA.

**6. VALUATION.** HFA WILL VALUE SECURITIES IN THE ACCOUNT THAT ARE LISTED ON A NATIONAL SECURITIES EXCHANGE OR ON NASDAQ AT THE CLOSING PRICE, ON THE VALUATION DATE, ON THE PRINCIPAL MARKET WHERE THE SECURITIES ARE TRADED. OTHER SECURITIES OR INVESTMENTS IN THE ACCOUNT WILL BE VALUED IN A MANNER DETERMINED IN GOOD FAITH BY HFA TO REFLECT FAIR MARKET VALUE.

**7. CONFIDENTIALITY.** EXCEPT AS REQUIRED BY APPLICABLE LAW, RULE OR REGULATION AND IN ORDER TO IMPLEMENT CLIENT'S INVESTMENT OBJECTIVES OR PERFORM THE SERVICES UNDER THIS AGREEMENT, THE PARTIES AGREE TO TREAT INFORMATION PROVIDED IN CONNECTION WITH THIS AGREEMENT AS CONFIDENTIAL AND PRIVATE. FURTHERMORE, HFA WARRANTS THAT IT IS IN COMPLIANCE WITH THE INSIDER TRADING AND SECURITIES FRAUD ENFORCEMENT ACT OF 1988 AS WELL AS REGULATION S-P.

**8. OTHER INVESTMENT ACCOUNTS.** HFA, IT'S IAR, AND EMPLOYEES MAY OWN OR BUY THE SAME OR SIMILAR INVESTMENTS FOR THEIR PERSONAL ACCOUNTS, ACCOUNTS OF OTHER CLIENTS, OR FAMILY ACCOUNTS AS THOSE OWNED BY CLIENT. CLIENT EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT HFA AND IAR ARE FREE TO RENDER INVESTMENT ADVICE TO OTHERS AND THAT SERVICES OFFERED BY HFA ARE NOT EXCLUSIVE TO CLIENT. NOTHING IN THIS AGREEMENT OBLIGATES HFA OR IAR TO PURCHASE OR SELL, OR TO RECOMMEND FOR PURCHASE OR SALE, ANY SECURITY THAT HFA, ITS IARs, EMPLOYEES, AFFILIATES, REPRESENTATIVES, OR AGENTS, MAY PURCHASE OR SELL FOR THEIR OWN ACCOUNTS OR FOR THE ACCOUNT OF ANY OTHER CLIENT, UNLESS IN HFA'S SOLE DETERMINATION, SUCH INVESTMENT WOULD BE IN THE BEST INTEREST OF THE ACCOUNT.

**9. RISK ACKNOWLEDGMENT.** CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT INVESTMENT RECOMMENDATIONS ARE SUBJECT TO MARKET, CURRENCY, ECONOMIC, POLITICAL, AND BUSINESS RISKS. INVESTMENT DECISIONS MAY NOT BE PROFITABLE. HFA AND IAR DO NOT GUARANTEE OR PROJECT SUCCESSFUL PERFORMANCE OR SUCCESS OF ANY INVESTMENT RECOMMENDATION, STRATEGY, OR SUCCESSFUL MANAGEMENT OF CLIENT'S ACCOUNT.

HFA DOES NOT GUARANTEE THE FUTURE PERFORMANCE OF THE ACCOUNT OR ANY SPECIFIC LEVEL OF PERFORMANCE, THE SUCCESS OF ANY INVESTMENT DECISION OR STRATEGY THAT HFA MAY USE, OR THE SUCCESS OF HFA'S OVERALL MANAGEMENT OF THE ACCOUNT. CLIENT UNDERSTANDS THAT INVESTMENT DECISIONS MADE FOR CLIENT'S ACCOUNT BY HFA ARE SUBJECT TO VARIOUS MARKET, CURRENCY, ECONOMIC,

POLITICAL AND BUSINESS RISKS, AND THAT THOSE INVESTMENT DECISIONS WILL NOT ALWAYS BE PROFITABLE. HFA WILL MANAGE ONLY THE SECURITIES, CASH AND OTHER INVESTMENTS HELD IN CLIENT'S ACCOUNT. HFA WILL NOT CONSIDER ANY OTHER SECURITIES, CASH OR OTHER INVESTMENTS OWNED BY CLIENT UNLESS DIRECTED BY CLIENT IN WRITING TO DO SO. SUCH DIRECTION WILL BE NOTED ON THE IPS. EXCEPT AS MAY OTHERWISE BE PROVIDED BY LAW, HFA WILL NOT BE LIABLE TO CLIENT FOR (A) ANY LOSS THAT CLIENT MAY SUFFER BY REASON OF ANY INVESTMENT DECISION MADE OR OTHER ACTION TAKEN OR OMITTED IN GOOD FAITH BY HFA WITH THAT DEGREE OF CARE, SKILL, PRUDENCE, AND DILIGENCE UNDER THE CIRCUMSTANCES THAT A PRUDENT PERSON ACTING IN A FIDUCIARY CAPACITY WOULD USE; (B) ANY LOSS ARISING FROM HFA'S ADHERENCE TO CLIENT'S INSTRUCTIONS; OR (C) ANY ACT OR FAILURE TO ACT BY THE CUSTODIAN, ANY BROKER OR DEALER TO WHICH HFA DIRECTS TRANSACTIONS FOR THE ACCOUNT, OR BY ANY OTHER THIRD PARTY. THE FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, AND THEREFORE NOTHING IN THIS AGREEMENT WILL WAIVE OR LIMIT ANY RIGHTS THAT CLIENT MAY HAVE UNDER THOSE LAWS. FOR ACCOUNTS CONTAINING ONLY A PORTION OF CLIENT'S TOTAL ASSETS, HFA IS NOT RESPONSIBLE FOR: (1) ANY OF CLIENT'S ASSETS NOT INCLUDED ON THE IPS; (2) PROPER DIVERSIFICATION OF ALL OF CLIENT'S ASSETS, (3) TRANSFERRED OR DEPOSITED STOCK INTO CLIENT ACCOUNT AS AN ACCOMMODATION TO CLIENT, OR FOR DETERMINING COST BASIS UPON DEPOSIT OR RESULTING FROM SALE OF STOCK FOR REPOSITION IN TO CLIENT'S SELECTED INVESTMENT ALLOCATION.

**10. RETIREMENT OR EMPLOYEE BENEFIT PLAN ACCOUNTS.** THIS SECTION 10 APPLIES IF THE ACCOUNT IS FOR A (A) PENSION OR OTHER EMPLOYEE BENEFIT PLAN (INCLUDING A 401(K) PLAN) GOVERNED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"); (B) TAX-QUALIFIED RETIREMENT PLAN (INCLUDING A KEOGH PLAN) UNDER SECTION 401(A) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), AND NOT COVERED BY ERISA; OR (C) AN INDIVIDUAL RETIREMENT ACCOUNT ("IRA") UNDER SECTION 408 OF THE CODE.

IF THE ACCOUNT IS FOR A PLAN SUBJECT TO ERISA, CLIENT APPOINTS HFA, AND HFA ACCEPTS ITS APPOINTMENT, AS AN "INVESTMENT MANAGER" FOR PURPOSES OF ERISA AND THE CODE, AND HFA ACKNOWLEDGES THAT IT IS A "FIDUCIARY" WITHIN THE MEANING OF SECTION 3(21) OF ERISA AND SECTION 4975(E)(3) OF THE CODE (BUT ONLY WITH

RESPECT TO THE PROVISION OF SERVICES DESCRIBED IN SECTION 1 OF THIS AGREEMENT). HFA REPRESENTS THAT IT IS REGISTERED AS AN INVESTMENT ADVISER UNDER THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED (THE "ADVISERS ACT").

CLIENT REPRESENTS THAT HFA HAS BEEN FURNISHED TRUE AND COMPLETE COPIES OF ALL DOCUMENTS ESTABLISHING AND GOVERNING THE PLAN AND EVIDENCING CLIENT'S AUTHORITY TO RETAIN HFA. CLIENT WILL FURNISH PROMPTLY TO HFA ANY AMENDMENTS TO THE PLAN, AND CLIENT AGREES THAT, IF ANY AMENDMENT AFFECTS THE RIGHTS OR OBLIGATIONS OF HFA, SUCH AMENDMENT WILL BE BINDING ON HFA ONLY WHEN AGREED TO BY HFA IN WRITING. IF THE ACCOUNT CONTAINS ONLY A PART OF THE ASSETS OF THE PLAN, CLIENT UNDERSTANDS THAT HFA WILL HAVE NO RESPONSIBILITY FOR THE DIVERSIFICATION OF ALL OF THE PLAN'S INVESTMENTS, AND THAT HFA WILL HAVE NO DUTY, RESPONSIBILITY OR LIABILITY FOR CLIENT ASSETS THAT ARE NOT IN THE ACCOUNT. IF ERISA OR OTHER APPLICABLE LAW REQUIRES BONDING WITH RESPECT TO THE ASSETS IN THE ACCOUNT, CLIENT WILL OBTAIN AND MAINTAIN AT ITS EXPENSE BONDING THAT SATISFIES THIS REQUIREMENT AND COVERS HFA.

**11. PROXY VOTING.** NEITHER HFA NOR IAR WILL VOTE PROXIES OR ACT ON ANY OTHER CORPORATE ACTIONS REQUIRING SHAREHOLDER ACTIONS. CLIENT, INCLUDING A "NAMED FIDUCIARY" UNDER ERISA, RESERVES THE RIGHT TO VOTE ITS OWN PROXIES OR TAKE SHAREHOLDER ACTION WITH RESPECT TO OTHER CORPORATE ACTIONS REQUIRING SHAREHOLDER ACTIONS. THE ACCOUNT CUSTODIAN WILL FORWARD ALL PROXIES AND CORPORATE ACTIONS TO CLIENT'S ADDRESS OF RECORD, CLIENT'S DESIGNEE, OR AS INSTRUCTED BY CLIENT. HFA IS IN COMPLIANCE WITH SEC RULE 206(4).

**12. TERMINATION.** THIS AGREEMENT WILL CONTINUE IN EFFECT FROM THE DATE SET FORTH ABOVE AND MAY BE TERMINATED AT ANY TIME UPON RECEIPT OF WRITTEN NOTICE TO TERMINATE BY EITHER PARTY TO THE OTHER, WHICH WRITTEN NOTICE MUST BE MANUALLY SIGNED BY THE TERMINATING PARTY. IF THIS AGREEMENT IS TERMINATED DURING A QUARTER, THE ADVISORY FEE REFUNDED, IF ANY, IS CALCULATED AS OF THE DATE OF ASSET TRANSFER. TERMINATION OF THIS AGREEMENT WILL NOT AFFECT (I) THE VALIDITY OF ANY ACTION PREVIOUSLY TAKEN BY HFA OR IAR UNDER THIS AGREEMENT; (II) LIABILITIES OR OBLIGATIONS OF THE PARTIES FROM TRANSACTIONS INITIATED BEFORE TERMINATION OF THIS AGREEMENT; OR (III) CLIENT'S OBLIGATION TO PAY ADVISORY FEES THAT HAVE ALREADY BEEN EARNED

UNDER THIS AGREEMENT. UPON THE TERMINATION OF THIS AGREEMENT, HFA WILL NOT HAVE ANY CONTINUING OBLIGATION TO TAKE ANY ACTION. IF CLIENT TERMINATES THIS AGREEMENT AFTER THE COMMENCEMENT OF A CALENDAR QUARTER BILLING PERIOD, THE UNEARNED PORTION OF THE ADVISORY FEE WILL BE REFUNDED AT THE END OF THE QUARTER.

**13. CLIENT AUTHORITY.** IF CLIENT IS AN INDIVIDUAL, CLIENT REPRESENTS THAT HE OR SHE IS OF LEGAL AGE. IF CLIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER TYPE OF ENTITY, THE PERSON SIGNING THIS AGREEMENT FOR THE CLIENT REPRESENTS THAT HE OR SHE HAS BEEN AUTHORIZED TO DO SO BY APPROPRIATE ENTITY ACTION. IF THIS AGREEMENT IS ENTERED INTO BY A TRUSTEE OR OTHER FIDUCIARY, THE TRUSTEE OR FIDUCIARY REPRESENTS THAT HFA'S INVESTMENT MANAGEMENT STRATEGIES, ALLOCATION PROCEDURES, AND INVESTMENT MANAGEMENT SERVICES ARE AUTHORIZED UNDER THE APPLICABLE PLAN, TRUST, OR LAW AND THAT THE PERSON SIGNING THIS AGREEMENT HAS THE AUTHORITY TO NEGOTIATE AND ENTER INTO THIS AGREEMENT. CLIENT WILL INFORM HFA OF ANY EVENT THAT MIGHT AFFECT THIS AUTHORITY OR THE PROPRIETY OF THIS AGREEMENT.

**14. DEATH OR DISABILITY.** IF CLIENT IS A NATURAL PERSON, CLIENT'S DEATH, DISABILITY OR INCOMPETENCE WILL NOT TERMINATE OR CHANGE THE TERMS OF THIS AGREEMENT. CLIENT'S EXECUTOR, GUARDIAN, ATTORNEY-IN-FACT OR OTHER AUTHORIZED REPRESENTATIVE MAY TERMINATE THIS AGREEMENT BY GIVING HFA PROPER WRITTEN NOTICE. UPON DEATH OF CLIENT, AND NOTICE TO HFA, ALL ACTIVITIES RELATED TO CLIENT'S ACCOUNT WILL IMMEDIATELY CEASE AND OPEN ORDERS WILL BE CANCELLED. HFA WILL WAIT FOR PROPER OR COURT ORDERED INSTRUCTIONS FROM CLIENT'S EXECUTOR, GUARDIAN, ATTORNEY-IN-FACT OR OTHER AUTHORIZED REPRESENTATIVE.

**15. ASSIGNABILITY.** THE PROFESSIONAL RELATIONSHIP ESTABLISHED UNDER THIS AGREEMENT MAY NOT BE ASSIGNED WITHOUT THE PRIOR CONSENT OF THE CLIENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT TRANSACTIONS NOT RESULTING IN A CHANGE OF ACTUAL CONTROL OF MANAGEMENT SHALL NOT BE CONSIDERED AN ASSIGNMENT. CLIENT RETAINS FULL CONTROL OF THE ACCOUNT AND ASSETS MANAGED.

**16. CLIENT CONFLICTS.** IF THIS AGREEMENT IS WITH MORE THAN ONE NATURAL PERSON, HFA'S SERVICES ARE BASED UPON THE JOINT GOALS COMMUNICATED TO HFA BY THE JOINT-CLIENTS, COLLECTIVELY. UNLESS REVOKED IN WRITING AND DELIVERED TO HFA, HFA IS AUTHORIZED TO RELY UPON INSTRUCTIONS AND/OR INFORMATION

RECEIVED FROM EITHER JOINT-CLIENT. HFA IS NOT RESPONSIBLE FOR ANY CLAIMS OR DAMAGES RESULTING FROM SUCH RELIANCE OR FROM ANY CHANGE IN THE STATUS OF THE RELATIONSHIP BETWEEN JOINT-CLIENTS.

**17. ARBITRATION.** SUBJECT TO THE CONDITIONS AND EXCEPTIONS BELOW AND TO THE EXTENT NOT INCONSISTENT WITH APPLICABLE LAW, IN THE EVENT OF ANY CONTROVERSY, DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, BOTH PARTIES AGREE TO SUBMIT THE DISPUTE TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY (“FINRA ARBITRATION”). THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEYS’ FEES, COSTS AND EXPENSES. CLIENT UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE DOES NOT CONSTITUTE A WAIVER OF CLIENT’S RIGHT TO SEEK A JUDICIAL FORUM WHERE SUCH WAIVER WOULD BE VOID UNDER FEDERAL OR APPLICABLE STATE SECURITIES LAWS.

**18. TERMS OF AGREEMENT.** BY EXECUTING THIS AGREEMENT CLIENT AGREES TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, AND AGREES AND ACKNOWLEDGES THAT HFA HAS THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. HFA WILL PROVIDE CLIENT WITH NOTICE OF ANY SUCH MODIFICATIONS AND SUCH MODIFICATION SHALL THEREAFTER BECOME EFFECTIVE UNLESS CLIENT PROVIDES HFA WITH WRITTEN NOTICE OF CLIENT’S INTENT TO TERMINATE THE AGREEMENT. CLIENT FURTHER AGREES TO ABIDE BY ANY RULES, PROCEDURES, STANDARDS, REQUIREMENTS OR OTHER CONDITIONS THAT HFA MAY ESTABLISH IN CONNECTION WITH CLIENT’S ACCOUNT OR THIS AGREEMENT. THIS AGREEMENT SHALL HAVE AN INITIAL TERM OF ONE-YEAR, UNLESS TERMINATED BY EITHER PARTY IN WRITING. THIS AGREEMENT SHALL RENEW AUTOMATICALLY ON THE FIRST YEAR’S ANNIVERSARY DATE AND THEREAFTER WITHOUT ACTION BY EITHER PARTY UNLESS TERMINATED. HFA SHALL CONTACT CLIENT AT LEAST ANNUALLY TO REVIEW HFA’S PREVIOUS SERVICES, RECOMMENDATIONS, TO DISCUSS THE IMPACT RESULTING FROM ANY CHANGES IN CLIENT’S FINANCIAL SITUATION OR INVESTMENT OBJECTIVES.

**19. GOVERNING LAW.** TO THE EXTENT NOT INCONSISTENT WITH APPLICABLE FEDERAL LAW, THIS AGREEMENT AND ANY DISPUTE, DISAGREEMENT, OR ISSUE OF CONSTRUCTION OR INTERPRETATION ARISING HEREUNDER WHETHER RELATING TO ITS EXECUTION, ITS VALIDITY, THE OBLIGATIONS PROVIDED HEREIN OR PERFORMANCE SHALL BE GOVERNED OR INTERPRETED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, HFA’S STATE OF DOMICILE, WITHOUT REGARD TO CHOICE OF LAW CONSIDERATIONS EXCEPT FOR THE

ARBITRATION SECTION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT SEEKING AN INJUNCTION OR NOT OTHERWISE SUBMITTED TO ARBITRATION PURSUANT TO THIS AGREEMENT SHALL BE BROUGHT AND DETERMINED IN THE APPROPRIATE FEDERAL OR STATE COURT IN THE COMMONWEALTH OF PENNSYLVANIA AND IN NO OTHER FORUM. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS AND AGREE TO TAKE ANY AND ALL ACTION NECESSARY TO SUBMIT TO THE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**20. NOTICES.** ANY NOTICE, CORRESPONDENCE, OR OTHER COMMUNICATION REQUIRED IN CONNECTION WITH THIS AGREEMENT WILL BE DEEMED EFFECTIVE UPON RECEIPT TO EITHER PARTY AT THEIR RESPECTIVE ADDRESS LISTED UNLESS ANOTHER METHOD OF DELIVERY IS AGREED UPON. EXCEPT FOR DECISIONS REGARDING THE PURCHASE AND/OR SALE OF SPECIFIC INVESTMENTS, CLIENT’S DIRECTIONS TO HFA (INCLUDING NOTICES, INSTRUCTIONS, AND DIRECTIONS RELATING TO CHANGES IN CLIENT’S INVESTMENT OBJECTIVES) SHALL BE IN WRITING. HFA WILL RELY UPON CLIENT’S MOST CURRENT DATED DIRECTION, NOTICE, OR INSTRUCTION UNLESS AND UNTIL HFA HAS BEEN ADVISED IN WRITING OF CHANGES, THE EFFECTIVE DATE, OR UPON THE DATE OF RECEIPT BY HFA.

**21. CLIENT REPRESENTATIONS, WARRANTIES AND COVENANT.** CLIENT REPRESENTS THAT CLIENT HAS THE FULL LEGAL POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT THE TERMS OF THIS AGREEMENT DO NOT VIOLATE ANY OBLIGATION OR DUTY TO WHICH CLIENT IS BOUND, WHETHER ARISING OUT OF CONTRACT, OPERATION OF LAW, OR OTHERWISE. IF CLIENT IS AN ENTITY (E.G., CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, OR TRUST), THIS AGREEMENT HAS BEEN DULY AUTHORIZED BY THE APPROPRIATE PARTY OR OTHER ACTION AND DELIVERY SHALL BE BINDING IN ACCORDANCE WITH ITS TERMS. CLIENT AGREES TO PROMPTLY DELIVER SUCH CORPORATE RESOLUTION OR OTHER ACTION AUTHORIZING THIS AGREEMENT AT HFA OR IAR’S REQUEST.

CLIENT ACKNOWLEDGES PROVIDING HFA WITH THE INFORMATION SET FORTH ON THE IPS AND REPRESENTS THAT SUCH INFORMATION IS A COMPLETE AND ACCURATE REPRESENTATION OF CLIENT’S FINANCIAL POSITION, INVESTMENT NEEDS, GOALS, AND OBJECTIVES AT THE TIME OF ENTERING INTO THIS AGREEMENT. CLIENT WARRANTS TO PROMPTLY NOTIFY HFA AND IAR IN WRITING WHEN

AND IF SUCH INFORMATION BECOMES INCOMPLETE OR INACCURATE DURING THE TERM OF THIS AGREEMENT.

CLIENT AGREES TO PROVIDE HFA WITH ANY OTHER INFORMATION AND/OR DOCUMENTATION THAT HFA OR IAR MAY REQUEST IN FURTHERANCE OF THIS AGREEMENT OR RELATED TO CLIENT'S INVESTMENT NEEDS, GOALS, OR OBJECTIVES, EITHER DIRECTLY FROM CLIENT OR THROUGH CLIENT'S DESIGNATED ATTORNEY, ACCOUNTANT, OR OTHER PROFESSIONAL ADVISERS. CLIENT ACKNOWLEDGES THAT HFA IS AUTHORIZED TO RELY UPON ANY INFORMATION RECEIVED FROM SUCH ATTORNEY, ACCOUNTANT, OR OTHER PROFESSIONAL ADVISER AND HFA OR IAR IS NOT REQUIRED TO VERIFY THE ACCURACY OF THE INFORMATION.

**22. ENTIRE AGREEMENT.** THIS AGREEMENT, IPS, AND THE SCHEDULE HERETO INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL UNDERSTANDINGS, AGREEMENTS (ORAL AND WRITTEN), OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY ONLY BE AMENDED, REVISED OR MODIFIED WITH HFA'S WRITTEN CONSENT. EACH PARTY ACKNOWLEDGES THAT NO REPRESENTATION, INDUCEMENT OR CONDITION NOT SET FORTH HEREIN HAS BEEN MADE OR RELIED UPON BY EITHER PARTY.

**23. WAIVER.** NO FAILURE BY HFA TO EXERCISE ANY RIGHT, POWER, OR PRIVILEGE THAT HFA MAY HAVE UNDER THIS AGREEMENT SHALL OPERATE AS A WAIVER THEREOF. FURTHER, NO WAIVER OR ANY DEVIATION FROM, OR BREACH OF, THIS AGREEMENT BY CLIENT SHALL BE DEEMED TO BE A WAIVER OF ANY SUBSEQUENT DEVIATION OR BREACH.

**24. SEVERABILITY.** IF ANY PORTION OF THIS AGREEMENT IS DEEMED TO BE INVALID OR UNENFORCEABLE OR IS PROHIBITED BY THE LAWS OF THE STATE OR JURISDICTION WHERE IT IS TO BE PERFORMED, THIS AGREEMENT SHALL BE CONSIDERED DIVISIBLE AS TO SUCH PORTION AND SAID PORTION SHALL BE INOPERATIVE IN SUCH STATE OR JURISDICTION. THE REMAINING PORTIONS OF THIS AGREEMENT SHALL BE VALID AND BINDING AND IN FULL FORCE AND EFFECT AS THOUGH SUCH PORTION WAS NOT INCLUDED.

**25. COUNTERPARTS.** THIS AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL BUT ALL OF WHICH TOGETHER SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE EXECUTION OF THIS AGREEMENT MAY BE BY ACTUAL OR FACSIMILE SIGNATURE.

**26. SECTION OR PARAGRAPH HEADINGS.** SECTION HEADINGS HAVE BEEN INSERTED FOR REFERENCE ONLY AND ARE NOT DEEMED TO LIMIT OR OTHERWISE AFFECT, IN ANY MATTER, OR BE DEEMED TO INTERPRET IN WHOLE OR IN PART ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT.

**27. DISCLOSURE.** CLIENT HAS RECEIVED A COPY OF HFA'S PRIVACY POLICY AND WRITTEN DISCLOSURE STATEMENTS SET FORTH IN FORM ADV PART 2A AND 2B. CLIENT AND HFA HAVE EXECUTED THIS DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT AS OF THE DATE SET FORTH ON PAGE 1 THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

**CLIENT(S)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**HOOVER FINANCIAL ADVISORS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

