

FINANCIAL ADVISORY AGREEMENT

(Between Depositor and Personal Financial Adviser)

I. INVESTMENT ADVISORY SERVICES

The Personal Financial Advisor will provide investment advisory services as may be reasonably required by Depositor in his/her responsibilities and involvement with the service, including but not limited to assistance in the following:

1. In choosing appropriate investment objectives and setting the special instructions for the management of the assets in the account.
2. In understanding the investment management process, investment objectives, and the investment strategies undertaken as part of the service.
3. In monitoring reports, statements, and performance results.
4. In monitoring Depositor's ongoing needs and financial situation to help in changing investment objectives and special instructions when appropriate.
5. In answering questions about service.

At the opening of the account, and at least annually thereafter, the Personal Financial Advisor will be available for a meeting with the Depositor specifically for the purpose of reviewing investment objectives and special instructions when appropriate. The Personal Financial Advisor will take discretionary actions or execute any documents on behalf of Depositor but will not take possession of funds or securities of Depositor.

II. TERMINATION

This agreement shall remain in full force and effect until terminated by either of the parties hereto. Termination shall occur upon at least 30 days written notice. In such an event, the Personal Financial Advisor shall be paid through the date of termination. Either party may terminate this agreement with or without cause. This agreement will terminate automatically in the event that the Personal Financial Advisor's state or federal investment adviser registration shall lapse, be revoked, be suspended, or cease to be effective for any reason. The depositor may terminate the contract, without penalty, within five (5) business days from the signing of the contract.

III. CONFIDENTIALITY

All Depositor information shall be treated on a confidential basis and shall not be released to any person or entity without Depositor's authorization or unless otherwise requested by law, regulation, or court order.

IV. DISCLAIMER

The Personal Financial Advisor will not be responsible for and is hereby released from any loss or damages in any form resulting from the failure of Depositor to fulfill any of his/her responsibilities under this agreement or to provide the Personal Financial Advisor with complete, accurate, current, and truthful data. The disclaimers or limitations of liability of the Personal Financial Adviser in Section V, and elsewhere in this Financial Advisory Agreement do not constitute a waiver of any right of Depositor provided by the Advisors Act, state or other federal securities laws or OFT, and Depositor retains all such rights.

V. DISCLOSURE

Depositor acknowledges and understands that the Personal Financial Adviser may provide the service to other Depositors at fees which differ from the fee schedule set out in this agreement depending upon the expected service demands of and the unique fee arrangement with each Depositor, that other similar forms of investment management may be available at lower cost, that the fees received by the Personal Financial Advisor for his/her services hereunder and may be higher than the remuneration associated with other alternative forms of investment. The Personal Financial Advisor is registered and will at all times maintain his/her registration as an investment advisor under applicable state and federal laws, and has furnished Depositor with disclosures required by law. The agreement will be governed by the state in which the client resides.

VI. PRE-DISPUTE ARBITRATION AGREEMENT

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows: (A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed; (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited; (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings; (D) The arbitrators do not have to explain the reason(s) for their award; (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court; (G) the rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Depositor agrees that all controversies that may arise between Depositor and Personal Financial Adviser concerning any order or transaction, or the continuation, performance or breach of this or any other agreement between Depositor and Personal Financial Adviser, whether entered into before, on, or after the date this account is opened, shall be determined by arbitration before a panel of independent arbitrators set up by the Financial Industry Regulatory Authority (FINRA). If Depositor does not notify Personal Financial Adviser in writing within five (5) days after receiving from Personal Financial Adviser a written demand for arbitration, then Personal Financial Adviser shall make such a designation on behalf of Depositor. Depositor understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; 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; (II) the class is decertified; or (III) the customer is excluded from the class by the 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.

VII. CONFLICT OF INTEREST

A conflict exists between the interests of the investment adviser and the interests of the client. Depending on the type of account that could be used to implement a financial plan, such compensation may include, but is not limited to, advisory fees, and marketing support payments from mutual fund and annuity sponsors. To the extent that IAR recommends that Client invest in products and services that will result in compensation being paid to The Foundation and the IAR, this presents a conflict of interest. This compensation to IAR and The Foundation may be more or less depending on the product or service that IAR recommends. Therefore, the IAR may have a financial incentive to recommend that a financial plan be implemented using a certain product or service over another product or service. The IAR may receive additional cash or non-cash compensation from advisory product sponsors. Such compensation may not be tied to the sales of any products. Compensation may include such items as gifts valued at less than \$100 annually, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives.

VIII. MISCELLANEOUS

No assignment of this agreement shall be made without the written consent of both parties. Any notice or service of process to be given hereunder shall be sufficient if in writing and addressed to the parties at a current residence or place of business. This agreement is binding upon the parties hereto and their respective executors, administrators, heirs, and successors in interest and may not be amended or modified in any way except by a subsequent written agreement executed by the parties.

IX. OTHER PROVISIONS

Church Organizers Foundation, NPO votes proxies on behalf of its clients for which we have authority in a manner in which we believe to be in the best interests of our clients as outlined in Part 2A (Item 17) of the Form ADV.

X. ADVISORY FEES

Advisory fees are disclosed as below. Please acknowledge the Personal Financial Adviser may receive a fee by initialing. Please select the % amount according to the asset amount under management and initial. Please initial the appropriate Investment Policy Statement.

- A) Depositor acknowledges that the Personal Financial Adviser recommending Church Organizers Foundation, NPO services may receive a portion of the fees paid on the agreement.

Customer Initials _____

- B) Depositor will pay an advisory fee to the Registered Investment Advisor of _____% per year. Advisory fee calculations are based on account values for monthly billing periods. Fees will be calculated by multiplying the previous month's ending account value by the monthly rate factor. Partial months will be calculated pro-rata from commencement through the first month's billing period. Thereafter, fees shall be billed on regular monthly intervals.

Customer Initials _____

The annual fee for investment advisory services will be charged as a percentage of assets under management according to the schedule below.

Assets Under Management	Fees
\$25,000 - \$99,999	1.40%
\$100,000 - \$499,999	

	1.25%
\$500,000 - \$999,999	1.10%
\$1,000,000 - \$2,999,999	1.00%
\$3,000,000 - \$4,999,999	0.85%
Over \$5,000,000	0.75%

Our fees are payable monthly, in advance, within ten (10) days following the beginning of the month for which said fees will be incurred. Our clients authorize the account custodian to debit their client account for the amount of the investment advisory fee, or may request a direct billing method. At the inception of the relationship and each month thereafter, we will notify your custodian of the amount of the fee due and payable to *The Foundation* based on the fee schedule and contract. The custodian does not validate or check the fee, its calculation, or the asset value on which the fee is based. They will deduct the fee from your account or, if you have more than one account, from the account(s) you have designated to pay the advisory fees. In limited situations we may provide an alternate payment method.

Each month you will receive a statement directly from your custodian showing all transactions, positions, and credits/debits into or out of your account; the statement will reflect the advisory fee paid by you to The Foundation.

Advisory fees shall be pro-rated for capital contributions made during the applicable calendar quarter (with the exception of de minimis contributions). Accounts opened in mid-month will be assessed a pro-rated management fee. Certain clients of *The Foundation* with pre-existing relationships may initially be charged fees which are more or less than those set out above. Existing clients as of June 22, 2016 are charged under prior fee schedules. With regards to employee-related accounts and certain other accounts, the quarterly fees may be less, depending upon a number of factors, including portfolio size, length of employment, and relationship to the employee. In our sole discretion, we may waive the minimum account size.

The Investment Advisor Representative may modify his/her fee schedule or change billing periods at his/her discretion upon 30 days written notice to Depositor and Registered Investment Advisor. Fee structure must fall within the guidelines set forth above.

Existing accounts with an Investment Advisor Representative that are transferred to Church Organizers Foundation, NPO through the Investment Advisor Representative will be billed for the full monthly period. For those accounts that are billed in advance and withdraw before the end of the current billed cycle, the Registered Investment Advisor may, but is not obligated to refund any portion of the billed fee representing the remaining billing period. Accounts will be billed within 10 days of the billable month. Payment of fees shall be made directly to the Registered Investment Advisor out of account assets held by the custodian. Direct billing can be requested.

Church Organizers Foundation, NPO reserves the right to aggregate billing fees and withdraw such fees from related accounts where liquidity exists. Occasionally, the Registered Investment Advisor will be instructed to perform administrative services not included in the Advisory Fee. Payment of these additional fees will be processed in accordance with the advisory fee.

C) INVESTMENT POLICY STATEMENT

___ **NO VOLATILITY RISK:** I am unwilling to risk losing any of my capital due to fluctuations or volatility in the value of my securities or otherwise. Absolute preservation of my capital is more important to me than is the possibility that my capital may grow or that my income will exceed that provided by securities offering no volatility risk (i.e. money market funds or short-term Treasury Bills). I understand that this means that over the long-term the total return on my investment will probably be significantly less than if I had chosen a more aggressive investment strategy.

___ **REDUCED VOLATILITY RISK:** I am willing to risk a degree of year-to-year volatility which could reduce the value of my portfolio in order to seek slightly greater long-term returns than those provided by securities offering no volatility risk (i.e. money market funds, or short-term Treasury Bills). I still wish to be conservative in my investment choices but feel that with proper management of risk, I will be able to obtain a slightly higher return on my investment over the long term. While I would like to reduce the possibility of negative annual returns, I understand that there will be fluctuations in the value of my portfolio. Protection against capital risk is one of my goals while my other goal is to generate a degree of long-term capital growth.

___ **INTERMEDIATE VOLATILITY RISK:** I am willing to risk a greater amount of volatility which could reduce the value of my portfolio in exchange for the possibility of greater long-term returns. I understand that this may mean significant fluctuations in the year-to-year value of my portfolio and I am willing to accept a higher volatility risk for potentially higher long-term rewards. Along with my primary desire for growth, I do have a secondary need to preserve capital; so while a greater amount of volatility is acceptable, I would like an approach that protects against extreme volatility. I don't want to undertake the most aggressive investment style, but I do wish my advisor to be aggressive nevertheless while still recognizing a secondary need to preserve capital. In general, I would like my portfolio to suffer less volatility than that typically associated with the stock market, even though this may limit my returns compared to that of a more aggressive style.

___ **INCREASED VOLATILITY RISK:** I am able to take high levels of capital risk; and in volatility typically associated with the stock

