



Investment Management Agreement

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- A. **PARTIES** This Agreement is made between _____ (“Client” or “the Client”) whose principal residence is at _____, and Brick Financial Management, LLC., (“Adviser”, “Advisor”, “Brick Financial Management, LLC”, or “Brick Financial”) whose principal mailing address is located at 51 John F. Kennedy Parkway, 1st Floor West, Short Hills, New Jersey 07078. Adviser is a registered investment Adviser in the state of New Jersey.
- B. **INTENT** Client agrees to hire Adviser as an Investment Adviser to provide Client with investment management services and to manage the assets of the Client’s account (“Account”). Adviser agrees to perform these services for Client. Both parties intend to be legally bound by this Agreement.
- C. **INVESTMENT MANAGEMENT** Adviser is to invest and reinvest the securities, cash and/or other investments held in the Account and engage in such transactions on the Client’s behalf as the Adviser may deem appropriate, in the Adviser’s sole discretion, subject to the investment guidelines described by this Agreement and the Client’s investment policy statement (“Investment Policy Statement”). In connection with the investment management services being provided to the Client, the Adviser is entitled to rely on the financial information and other information provided by the Client. Client agrees to inform the Adviser promptly in writing of any material change in the Client’s circumstances which might affect the manner in which the Client’s assets should be invested and to provide the Adviser with such information as it shall reasonably request.
- D. **IMPLEMENTATION AUTHORITY & TRADING AUTHORIZATION** Client hereby grants the Adviser complete and unlimited discretionary trading authorization and appoints the Adviser as agent and attorney-in-fact with respect to the Account. When necessary and appropriate Client agrees to sign “Limited Powers of Attorney” or “Trading Authorizations” as may be required by Client’s custodian(s). Pursuant to such an authorization, Adviser may, in its sole discretion and at Client’s risk, purchase, sell, exchange, convert and otherwise trade in the securities and other investments in the Account, as well as arrange for the delivery and payment in connection with the above, and act on behalf of the Client in all other matters necessary or incidental to the handling of the Account. Client understands that Adviser will execute trades without prior consultation with Client. The Client acknowledges that Adviser may determine to allocate all or a portion of the Account, based on the Client’s Investment Policy, among various investment alternatives, including but not limited to: (1) individual debt and/or equity securities; and/or (2) mutual funds; and/or (3) ETF funds. The Adviser is NOT authorized to withdraw any money, securities, or other property in the name of the Client other than the management fee, performance fee, account opening fee or termination fee. This trading authorization is a continuing one and shall remain in full force and effect until terminated by the Client or Adviser pursuant to the provisions of section titled “TERM & TERMINATION”. The termination of this authorization will constitute a termination of the Agreement.
- E. **CONFIDENTIALITY** All information furnished by Client to Adviser, including Client’s identity, shall be treated as confidential under Regulation S-P, Section 504 of the Gramm-Leach-Bliley Act. Adviser agrees not to voluntarily disclose confidential information without Client’s prior consent unless required by law, court order or agency directive, or unless Adviser expects, in its reasonable opinion, that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of Adviser. However, Client authorizes Adviser to respond to inquires from, and communicate and share information with, Client’s attorney, accountant and other professionals to the extent necessary in furtherance of Adviser’s services under this Agreement.

F. **FEES AND EXPENSES** As compensation for the investment management services that Adviser will provide to Client during each forthcoming monthly time period, Client agrees to pay to the Adviser a fee on the first business day of each calendar month. Unless otherwise agreed, the following fee schedule will apply:

| Investment Management Fee Schedule | | | | |
|------------------------------------|-----------|--------------|-------------|------------|
| Assets Under Management | | | Monthly Fee | Annual Fee |
| First | \$0 | to \$200,000 | 0.167% | 2.00% |
| Next | \$200,001 | And above | 0.125% | 1.50% |

"Assets Under Management" (Assets) is defined to include: all investments and securities (including both taxable and tax-deferred), trusts, stock options, retirement plans, IRA's, custodial accounts, investment real estate, limited partnerships, LLCs, and variable insurance products. Assets does not include: Client's personal use assets (such as residences and vehicles), collectibles (such as artwork and coins), defined benefit retirement plans, social security benefits, certain real estate, and closely held business interests. Client's fee will be determined by combining the fair market value (measured on the first business day of the current calendar month) of all of Client's assets under management. Client agrees to authorize Custodian(s) of Client's Account, to withdraw fees from Client's account(s) and then electronically transfer these fees to Adviser, unless otherwise agreed. Client agrees to authorize Custodian(s) of Client's Account to sell securities and other property managed by Adviser to pay Adviser's monthly fees unless otherwise agreed. If Client wishes direct billing by the Adviser, Client will notify Adviser.

Upon termination of this Agreement, the Adviser shall be entitled to charge a proportionate part of the fee that has not been collected. Until paid, the fees and expenses of the Adviser shall constitute a lien upon the Assets of the Account.

Client agrees to be responsible for all service fees related to Account that Custodian may charge including but not limited to statement delivery, express mail, wire transfers, certificate delivery, closing and transferring accounts, returned checks, settlement fees, non-collectible deposits, bounced checks, stop payments, stock transfers, margin interest and retirement account fees.

Client acknowledges that whenever Client owns mutual funds or exchange traded funds Client may pay fees to three separate entities. First, Client will pay a fee to Adviser for investment management services. Second, Client may pay a transaction cost (sales commission) to Custodian each time Adviser issues trading instructions to buy/sell a security in Account. Third, Client will pay expenses associated with owning said mutual fund.

G. **PERFORMANCE FEES** New Jersey state law (49:3-53) prohibits entering into any investment advisory contract that permits "performance" compensation for Clients except under specific circumstances determined by the New Jersey bureau chief and in accordance with federal law. There shall be no compensation made for the Account to Adviser based on a share of capital gains or appreciation of the Client's funds unless Client agrees and meets minimum wealth and/or asset under management levels.

By initialing here _____, Client acknowledges that the fee shall *not* be charged according to item F, but will be charged according to the fee schedule detailed in attached Performance Fee Rider. These fees will have both a management and performance component. Management fees are payable monthly in advance. Performance fees, if any, which shall be calculated pursuant to the Performance Fee Rider, will be paid at the end of the calendar year. Monthly fees shall be based on the Account's assets under management (as described in item F) based on market prices at the beginning of each month. For accounts custodied at brokerage firms: If Adviser's management fees are to be paid from the Account, Adviser's performance fees will be charged in the same manner. Otherwise the Client will be invoiced for fees not collected on Adviser's behalf by the custodian.

INITIALS _____

H. **CUSTODIAL ARRANGEMENT** To ensure that the Adviser has no conflict of interest, Adviser will not serve as Client's custodian, however will suggest a custodian ("Custodian") that Adviser deems appropriate. Client agrees to select and then legally appoint custodian(s) to take possession of Client's Assets. Adviser maintains the right to change custodians at any time for any reason. The Client will be responsible for paying all fees, if any, to the Custodian. The Client authorizes Adviser to give the Custodian instructions for the purchase, sale, conversion,

redemption, exchange or retention of any security, cash or cash equivalents or other investment for the Account. The Client authorizes Adviser to instruct the Custodian to send the Client monthly statements showing all transactions occurring in the Account during the period covered by the statement and to provide Adviser with those same statements. The Client is responsible for reviewing statements provided by the Custodian and confirming and reporting any discrepancies to Adviser. Interim statements provided by Adviser at the request of the Client are not to be relied upon as fact. Adviser will make efforts to ensure that the information is timely and accurate, but the Client is to rely on statements furnished by the Custodian as fact.

- I. **EXECUTION OF INVESTMENT MANAGEMENT TRANSACTIONS** Adviser will arrange for the execution of securities transactions for the Client through brokers or dealers that the Adviser reasonably believes will provide the best execution. Adviser generally will seek competitive commission rates but will not necessarily attempt to obtain the lowest possible commission for transactions for the Account. Client understands that it is anticipated that all or a significant amount of brokerage transactions for the Client's account will be placed through the Custodian for the Account. In selecting broker/dealers for a particular transaction, Adviser may consider all relevant factors, including the execution capabilities required by the transaction, the importance of speed, efficiency or confidentiality, familiarity with sources from whom or to whom particular securities might be purchased or sold, as well as any other relevant matter. Adviser may select broker/dealers which provide it with research or other transaction-related services. Client hereby grants Adviser the authorization to effect "agency cross" transactions [i.e., transaction in which Adviser acts as broker for the party or parties on both sides of the transaction] with respect to the Account to the extent permitted by law. The Client acknowledges that Adviser may receive compensation from the other party in such a transaction [the amount of which may vary], and that, as such, Adviser will have a potentially conflicting division of loyalties and responsibilities. The Client understands that its consent to "agency cross" transactions contained herein can be revoked at any time by written notice to Adviser. Consistent with obtaining best execution, transactions for the Client may be directed to brokers in return for research services furnished by them to Adviser. Such research generally will be used to service all of the Adviser's clients, but brokerage commissions paid by the Client may be used to pay for research that is not used in managing the Client's Account. Adviser may, in its discretion, cause the Client to pay brokers a commission greater than another qualified broker might charge to effect the same transaction where the Adviser determines in good faith that the commission is reasonable in relation to the value of the brokerage and research service received.

Transactions for each client account generally will be effected independently, unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time. To the extent permitted by law, Adviser shall be permitted to, but is not obligated to, combine or "batch" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the Adviser's clients. The Client may experience differences in prices and commissions or other transactions costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the Adviser's clients in proportion to the purchase and sale orders placed for each client account on any given day in a fashion that is deemed equitable to all. Adviser may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Client's account, or the Custodian as evidence of the Adviser's authority to act for the Client.

- J. **RISK ACKNOWLEDGMENT** Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that Adviser may take or recommend for the Account, or the success of the Adviser's overall management of the Account. Client understands that investment recommendations for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

If the Account is subject to ERISA, the Client acknowledges that (i) the account may be invested in a concentrated portfolio of securities and may be subject to limited diversification; and (ii) thereby the Account may be subject to increased volatility as a result. Client represents that other assets held by the Client outside of assets in the Account are adequately diversified as not to constitute a violation of Sections 404 and 406 of ERISA by either Client or Adviser.

- K. **NOTICE AND COMMUNICATIONS** Written notices required under this Agreement shall be sent by mail and shall be deemed given when received at the parties' respective addresses indicated in Item A of this Agreement, or as to the Custodian, at such address as it may specify to Adviser in writing. Either party must notify the other party in writing of a different address. Oral instructions are acceptable for securities transactions. Adviser may rely on any notice from any person reasonably believed to be genuine and authorized.

Client agrees to notify Adviser in writing each time funds or securities are deposited to, or withdrawn from the Account. Client further agrees to hold Adviser harmless from and against any liability, cost or lost opportunity that may arise from Client's failure to provide Adviser timely notification in writing of deposits to, or withdrawals from, the Account.

- L. **INDEMNITIES** Except for negligence or malfeasance, or violation of applicable law, neither Adviser, nor any of its officers, directors or employees, acting in good faith, shall be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the Client by the Adviser, including a Custodian.

Client acknowledges that Adviser's investment recommendations involve some degree of risk. Client acknowledges that all investment activity in Client's Account shall be at Client's own risk, which can result in loss of Client's investment capital, annual income, and/or tax benefits. Client acknowledges that Adviser does not claim to be able to accurately predict the short term future investment performance of any individual security or of any asset class. Client acknowledges that Adviser makes judgmental evaluations before recommending specific investment opportunities to Client. In making judgmental evaluations, Adviser agrees to use its best efforts to review sources of information that it has found to be valuable, accurate and reliable. Client acknowledges that Adviser cannot and does not survey all sources of publicly available information. Client acknowledges that Adviser is not responsible for the accuracy or completeness of information furnished to Adviser by Client or by any other party. Client acknowledges that the Securities and Exchange Commission restricts Adviser's use and communication of material nonpublic information. Client acknowledges that Adviser will NOT reimburse Client for any losses.

THE FEDERAL SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH. NOTHING HEREIN SHALL IN ANY WAY CONSTITUTE A WAIVER OR LIMITATION OF ANY RIGHTS WHICH CLIENT OR ADVISER MAY HAVE UNDER ANY FEDERAL SECURITIES LAWS.

- M. **PROXIES** The Client (unless he/she/it/they direct otherwise in writing) shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.
- N. **REPORTS** Client will provide, or instruct the Custodian to provide, Adviser with such reports as to the status of the Account as Adviser may reasonably request. Client acknowledges that Adviser will not be responsible for the accuracy of any information discussed in any such report or any report provided to Adviser by any third party.
- O. **CLIENT AUTHORITY** If this Agreement is entered into by an individual, the Client represents and warrants at all times during the term of the Agreement, the Client may lawfully, and as is duly authorized and empowered to, authorize the Adviser to exercise investment discretion with respect to the Account. Client also represents that he or she is the age of majority. If this Agreement is entered into by a corporation, partnership, trust or other legal entity, Client represents and warrants that at all times during the term of the Agreement, (i) this Agreement has been duly authorized, executed and delivered by the Client and constitutes it a valid and binding obligation, enforceable against the Client in accordance with its terms, (ii) no governmental authorizations, approvals, consents or filings are required in connection with the execution, deliver or performance of this Agreement by the Client, (iii) the execution, delivery or performance of this Agreement by the Client will not violate or result in any default under the Client's certificate of incorporation or by-laws (or equivalent constituent documents), or any provision of any plan or trust governing the assets in the Account any contract or other agreement to which the Client is party or by which it or its assets may be bound or any statute or any rule, regulation or order of any governmental agency or body, (iv) the list of signatures attached hereto, constitutes the valid signatures of all directors, officers, employees or agents for the Client authorized to take action with respect to the Account (or all such persons to whom the Client has delegated fiduciary responsibility to take action with respect to the Account) and Adviser shall be entitled to rely conclusively on any document executed by any of them and (v) the Client is not an investment company (as that term is defined in the Investment Adviser Act of 1940). If the Client is a corporation, the person signing this agreement for the Client represents that he or she has been authorized to do so by appropriate corporate action. If this Agreement is entered into by a trustee or a fiduciary, the trustee or fiduciary represents that the Adviser's 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 the Agreement. Client will inform Adviser of any event that might affect this authority or the property of this Agreement.
- P. **TERM & TERMINATION** This Agreement shall remain in force as long as mutually agreed to by Client and by Adviser. This Agreement may be terminated at any time, by either Client or by Adviser, for any reason, upon 30 days written notice to the other party. Written notice may be through standard mail, electronic mail, or facsimile. Upon termination, there shall be no refund to Client of fees. Termination will not affect the liabilities and

obligations of the parties under this Agreement arising from transaction ignited prior to such termination, including the provisions regarding arbitration which shall survive any expiration or termination. Upon the termination of this Agreement, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other investments in the Account. Adviser retains the right, however, to complete and transact open as the termination date and to retain amounts in the Account sufficient to effect such completion. Upon termination, it shall be the Client's exclusive responsibility to issue instruction in writing regarding any assets held in the Account. Client is responsible for providing Adviser with the name of another custodian at the time the Agreement is terminated if Client chooses not to maintain custody of the Account with the Custodian.

- Q. **ASSIGNMENT** This Agreement is not assignable without prior written consent of both Client and Adviser. The Client acknowledges and agrees that the transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.
- R. **NON-EXCLUSIVE AGREEMENT** Client acknowledges that Adviser provides investment management services to more than one client. Client acknowledges that transactions in a specific security may not be accomplished for all client accounts at the same price or at the same time. Adviser may give different advice and may take different investment actions for different clients. Further, Adviser may give different advice and may take different investment actions for its own corporate investments, or for the individual investments of Adviser's owners, directors, affiliates, employees, or its own employees' ERISA retirement plan.
- S. **DEATH OR DISABILITY** If Client is a natural person (individual), the death, disability or incompetence of Client will not terminate or change the terms of this Agreement. However, the Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Adviser.
- T. **ARBITRATION** Any controversy between Client and Adviser concerning any transaction, performance or breach of this or any agreement between you and Adviser or its principals, whether entered into prior, on, or subsequent to the date hereof shall be determined by arbitration. Client understands that this agreement to arbitration does not constitute a waiver of the right to seek a judicial forum where any such waiver would be void under the federal securities laws. Such arbitration shall be before three arbitrators and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying or pursuant to the arbitration rules of the National Association of Securities Dealers, Inc. The award of the arbitrators or the majority of them shall be final. Judgment upon any arbitration award rendered may be entered in any court, state or federal, having appropriate jurisdiction. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser compensation, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law.
- U. **ATTORNEY'S FEES** The prevailing party in any arbitration proceeding shall be entitled to recover such party's attorney's fees and costs.
- V. **DISCLOSURES** Adviser will make securities transactions for its own accounts. Note that Adviser has a potential conflict of interest here, since Client and Adviser may be selling (or buying) the same financial product at the same time. To address this conflict of interest, Adviser agrees, to the extent within its control, not to favor itself to Client's financial detriment. Adviser agrees to keep complete records of all such securities transactions, as required by SEC regulation.

Client acknowledges that this Agreement is NOT an agreement for comprehensive financial planning services. Adviser's hourly professional fees for financial planning services are not included in this contract's fee schedule.

Adviser represents that it is a registered or is exempt from registration as an investment Adviser under the Investment Adviser Act of 1940 and respective state laws. If the Account is subject to ERISA: Adviser acknowledges it is a fiduciary as that term is defined by ERISA with respect to the Account.

- W. **GOVERNING LAW** The validity, interpretation, and performance of this Agreement shall be governed by and construed under the laws of the State of New Jersey as long as the state law does not conflict with federal securities laws.
- X. **NON-WAIVER** Failure of either party to object to or take other action with respect to any conduct of the other party that may be a breach of this Agreement shall not be deemed a waiver of any such breach or of any future

