

**Sam Gott, Certified Financial Planner®, practitioner
11107 Wurzbach, Suite 405
San Antonio, TX 78230**

Portfolio Management Agreement

This is an advisory agreement between Sam Gott, Certified Financial Planner (“Adviser”), and _____ (“Client”) (Official account name)

By this agreement, Client retains Adviser to provide Investment Management Services to Client on the following terms:

Portfolio Management Authority

Please select the option below that will govern our authority over your account, by initialing the appropriate statement. If neither option is selected, we will assume that you have selected the first option.

___ **Investment Discretion:** Adviser will direct, with Adviser’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. The portfolio shall be established either by cash contribution or through the deposit of Account assets, which are identified separately from this agreement.

Client’s financial circumstances, investment objectives and any special instructions or limitations that Client wishes Adviser to follow in managing the Account are described on various documentation used by Adviser separate from this agreement. Client agrees to notify Adviser promptly of any significant change in the information provided by the Client to Adviser 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 Adviser with such additional information as Adviser may request from time to time to assist it in managing the Account. Adviser’s authority under this Agreement will remain in effect until changed or terminated by Client in writing.

___ **No-Investment Discretion:** Adviser will direct, with Client’s prior written or oral approval to each transaction, the investment, and reinvestment of the assets in Client’s account (the “Account”) in securities and cash or cash equivalents. Client understands that neither Adviser nor its representatives will exercise any discretionary authority with respect to Client’s Account or transactions. The portfolio shall be established either by cash contribution or through the deposit of Account assets, which are identified separately from this agreement.

Client's financial circumstances, investment objectives and any special instructions or limits that Client wishes Adviser to follow in managing the Account are described on various documentation used by Adviser separate from this agreement. Client agrees to notify Adviser promptly of any significant change in the information provided by the Client to Adviser or any other significant change in the information provided by the Client to Adviser or any other significant change in Client's financial circumstances or investment objectives that might effect the manner in which Client's account should be managed. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in managing the Account. Adviser's authority under this Agreement will remain in effect until changed or terminated by Client in writing.

Portfolio Restrictions: In connection with the services provided under this agreement, client has imposed the following restrictions on the portfolio management services provided by Adviser (if none, please state "none"):

Brokerage Activity and Custody of Client Assets

Directed Brokerage: Adviser does not have the discretionary authority to select a broker dealer or negotiate commissions for Client. Client hereby directs that transactions for the Account should be executed through ("Directed Broker / Custodian"):

Name of Broker Dealer / Custodian:

Account Number:

In selecting the Directed Broker/Custodian, the Client has the sole responsibility for negotiating commission rates and other transaction costs and custodial fees with the Directed Broker/Custodian. 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 direct Adviser to use another 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 was able to place transactions with other broker dealers.

Client may pay higher costs than clients who direct Adviser to use other brokers. Due to the nature of Adviser's business, Adviser does not generally block securities transaction for multiple clients. Adviser does not have sufficient trading volume to negotiate price or to obtain discounts based on transaction volume, among other limitations.

Conflicts of interests - Recommendation of a Broker Dealer (and custodian): For clients in need of a broker and custodian, Adviser will recommend Dominion Investor Services, Inc., (Dominion) of San Antonio, Texas. Dominion is a registered Broker Dealer with the National Association of Securities Dealers, Inc., (NASD) and Securities Investors Protection Corporation, Inc., (SIPC). Adviser provides services as an Investment Adviser and is also licensed as a Registered Representative (RR) of Dominion. In this separate capacity, these individuals are licensed to receive separate and customary commission compensation from the purchase and sale of securities for advisory clients, in addition to the advisory fees charged under this contract.

ERISA: If Client account is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or similar government regulation the following applies.

Client represents that the Directed Broker 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 the Directed Broker to assure that the plan continues to receive best execution and pay reasonable commissions. Client represents that the use of the Directed Broker is for the exclusive benefit of the plan.

Advisory Services - Third Party Servicing Agreement

Services provided by Adviser under this contract are based, in part, with services obtained by Adviser through a contract with Frank Russell Investment Management Company (FRIMCO) a registered investment adviser with the Securities and Exchange Commission. The contract between Adviser and FRIMCO allows Adviser to use FRIMCO products offered or supervised by FRIMCO or its affiliates subject to Adviser's fiduciary duties to its clients.

Pursuant to the contract, among other things:

- ▶ FRIMCO agreed to have its subsidiary, Russell Fund Distributors, Inc., (RFD) a registered broker dealer with the NASD to distribute shares of Russell mutual funds and other financial services products issued by entities advised by or administrated by FRIMCO to Sam Gott advisory clients;
- ▶ FRIMCO agreed to license the use of the Frank Russell name to Sam Gott for use with its clients and these advisory services;
- ▶ Sam Gott agreed that certain minimum asset levels will need to be invested and maintained by its clients in these products administrated or advised by FRIMCO or its affiliated companies.

Custody Services: Adviser will have no access to the assets in the Account or to the income produced and will not be responsible for any acts or omissions of the Custodian. The Client has directed or will direct the Custodian to send a statement at least quarterly indicating all amounts disbursed from the Account (including the amount of any fees paid to Adviser). Included in this statement shall be all transactions occurring in the Account during the period covered by the statement and a summary of the Account positions and portfolio value at the end of the period. The Client has directed or will direct the Custodian to send copies of the Account statements to Adviser, along with an indication that the statements have been sent to the Client.

Advisory Fees: Client will pay Adviser an annual fee for its portfolio management services. The fee will be a percentage of the market value of all assets in the Account on the day the account is opened, pro rated for the balance of the quarter. Thereafter, the fee will be charged on the quarter end value of the Account. The tiered fee schedule of Adviser is as follows:

<u>Market Value Of Portfolio</u>	<u>Annual Rate</u>
First \$500,000 of assets	1.50%
Next \$500,000 of assets	1.25%
Over \$1 million of assets	1.00%
Over \$2 million of assets	negotiated

The annual advisory fee is payable quarterly in advance. For accounts opened or closed during a calendar quarter, the advisory fee will be pro rated for the period. Upon termination, all pre-paid, unearned advisory fees will be promptly refunded to Client. Client understands that Account for purposes of computing Adviser's fees. The same assets will also be subject to additional advisory and other fees and expenses, as set forth in the prospectus of those funds, paid by the funds but borne by Client.

If a client account does not have sufficient cash or cash equivalents to pay Adviser's fees, the following applies:

If Client elected Investment Discretion, they will have an appropriate amount of assets liquidated to raise enough cash to pay the advisory fees due.

If Client elected No-Investment Discretion will need to approve recommended transactions to raise the appropriate amount of cash to pay the advisory fees due.

Client elects to pay Adviser for its services as follows (check applicable box– if neither option is selected, we will assume that you have selected the first option).

Client authorizes the Custodian to deduct from Client's Account and pay to Adviser on the submission of a bill the management fee for each calendar year quarter.

Adviser will send to Client a quarterly statement showing the amount of the management fee due, the Account value on which the fee is based and how the fee was calculated. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Adviser.

Advisory Fees will be billed directly to Client (and not deducted from Client's Account). Client agrees to pay all Advisory Fees within 30 days of Client's receipt of an invoice from Adviser.

Valuation: Typically, the custodian of the Client Account 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. If necessary, other securities or investments in the Account will be valued in a manner determined in good faith by Adviser to reflect fair market value, using independent third parties for such valuations.

Confidentiality: Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client's identity, financial affairs, or investments.

Other Investment Accounts: Client understands that Adviser serves as investment adviser for other clients and will continue to do so. Client also understand that Adviser, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Adviser is not obligated to buy, sell, or recommend for Client any security or other investment that Adviser or its Affiliated Persons may buy, sell, or recommend for any other client or for their own accounts. This Agreement does not limit or restrict in any way Adviser or any of its Affiliated Persons from buying, selling, or trading in any securities or other investments for their own accounts.

Adviser or its Affiliated Persons may provide services for, or solicit business from various companies, including issuers of securities that Adviser may recommend or purchase or sell for client accounts. In providing these services, Adviser or its Affiliated Persons may obtain material, nonpublic, or other confidential information that, if disclosed, might affect an investor's decision to buy, sell, or hold a security. Under applicable law, Adviser and its Affiliated Persons cannot improperly disclose or use this information for their personal benefit or for the benefit of any person, including clients of Adviser. If Adviser or any Affiliated Person obtains nonpublic or other confidential information about any issuer, Adviser will have no obligation to disclose the information to Client or use it for Client's benefit.

Risk Acknowledgement : Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account.

Client understands that investment decisions made for Client's Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Adviser will provide advice only with respect to the securities, cash, and other investments held in Client's Account and, in making recommendations with respect to the Account, Adviser will not consider any other securities, cash or other investments owned by Client.

Except as may otherwise be provided by law, Adviser 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 Adviser 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 Adviser's adherence to Client's written or oral instructions; or
- (c) any act or failure to act by the Custodian, any broker or dealer to which Adviser 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.

Retirement or Employee Benefit Plan Accounts: This Section 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 Adviser, and Adviser 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 advisory services described in this Agreement). Adviser represents that it is registered as an investment adviser under the Laws of the State of Texas and has made its investment adviser filing with the Department of Labor.

Client represents that Adviser has been furnished true and complete copy of all documents establishing and governing the plan and evidencing Client's authority to retain Adviser. Client will furnish promptly to Adviser any amendments to the plan, and Client agrees that, if any amendment affects the rights or obligations of Adviser, such amendment will be binding on Adviser only when agreed by Adviser in writing.

If the Account contains only a part of the assets of the plan, Client understands that Adviser will have no responsibility for the diversification of all of the plan's investments, and that Adviser 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, Adviser will obtain and maintain at its expense bonding that satisfies this requirement, which will cover Adviser and its Affiliated Persons.

Legal Actions: The Client agrees that Adviser will not advise or act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held, or previously held by the Account or the issuers of these securities (Legal Proceeding”).

Proxy Voting: Adviser **will not** vote, or give any advice about how to vote, proxies for securities held in the Client's Account. If the Client's Account is for a pension or other employee benefit plan governed by ERISA, the Adviser will **not** vote proxies for securities held in the Account because the right to vote such proxies should be expressly reserved to the named fiduciary.

Termination: Client will have a period of five (5) business days from the date of signing this agreement to unconditionally rescind the agreement and receive a full refund of all fees. This Agreement will continue in effect until terminated by either party by providing 30 days written notice to the other. Termination of this Agreement will not affect:

- (a) the validity of any action previously taken by Adviser under this Agreement; or
- (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement.

On the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the securities, cash, or other investments in the Account.

Client Authority: If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action.

If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law. In addition, that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.

Death or Disability: If Client is a natural person, the death, disability incompetence of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact, or other authorized representative may terminate this Agreement by giving 30 days written notice to Adviser.

Binding Agreement: This agreement will bind and be for the benefit of the parties to the

Agreement and their successors and permitted assigns. Either party without the consent of the other party may not assign this Agreement (within the meaning of the laws of the State of Texas).

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Texas. This will not give effect to any conflict or choice of law provisions of that State. Nothing in this Agreement will be construed in any manner to be inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission under the Advisers Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.

Notices: Any notice, advice, or report to be given to Adviser under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission to Adviser at the Client's main address.

Miscellaneous: If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the other party to whom the waiver or change is sought.

Adviser's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered waiver by Adviser of any of its rights or privileges. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.

Agreement to Arbitrate Controversies: It is agreed that any controversy between the Adviser and the Client arising out of Adviser business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event the Client does not make such election within five (5) days of such demand or notice, then the Client authorizes the Adviser to do so on the Client's behalf. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Disclosure: (Texas Administrative Code Rule 116.12) *Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment*

adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisor contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

In addition, Client is provided a copy of this executed agreement between the parties.

Client and Adviser have executed this Planning Agreement on this _____ day of _____ 20_____.

BY: [Client]

Signature: _____

Address: _____

SS or Tax ID: _____

BY: Sam Gott, Certified Financial Planner®, practitioner

Signature: _____

Name and Title: _____