



INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the “Agreement”) is made and entered into on the ____ Day of _____, 20____. (“Effective Date”) by and between Caleb Lawrence Registered Investment Adviser, Inc. (“CLRIA” or the “Firm”) and the below named Client(s).

(“Client”) _____ (“Client”) _____
The Client and CLRIA may be referred to in this Agreement individually as a “Party” and together as the “Parties.”

1. Scope of Services _____

Client hereby appoints CLRIA to perform investment management services on a fully discretionary basis¹ for client’s investment account(s) (the “Account(s)”), as listed on **Exhibit A** attached hereto,² and in accordance with the provisions as noted below. _____

(a) **Investment Advisory Services**

CLRIA agrees to provide its investment management services in accordance with the terms and provisions of this Agreement and Client’s stated investment needs, goals and objectives. This begins with gathering pertinent information through a Client Profile. Based upon information gathered and memorialized in the Client Profile CLRIA will construct a suitable portfolio, investing client assets in various allocations and types of securities.

CLRIA provides its investment management service by offering clients a tailored investment management solution that encompasses domestic, international and emerging market equities consisting of exchange traded funds (“ETFs”) of any and all asset classes including leveraged and un-leveraged ETFs both long and short, mutual funds, Unit Investment Trusts (“UITs”) , Exchange-Traded Notes (“ETNs”), Real Estate Investment Trusts (“REITs”) and where appropriate, limited partnerships. In addition, CLRIA may invest in fixed income instruments, including government bonds, municipal bonds, corporate bonds, high yield bonds, foreign bonds, CDs, short-term fixed income instruments and certain preferred stocks. Cash may serve as a holding and will be represented by either money market funds or cash equivalents.

Client understands that CLRIA will only provide advisory services in relation to those assets contained within the Account(s) and CLRIA will have no liability for investment decisions made by the Client independent of CLRIA. If the Account(s) contain only a portion of Client’s total assets, CLRIA shall not be responsible for: (i) any of Client’s assets not designated to CLRIA for management and/or (ii) the diversification of all of Client’s assets.

¹ CLRIA may, at its sole discretion, provide investment management services on a non-discretionary basis. Please see **Exhibit B** for more information

² Should any additional Accounts be added to **Exhibit A**, Clients will be provided with the written notification of this addition and requested to consent thereto.

The Client further understands and acknowledges that CLRIA will rely upon the information provided by the Client at all times and CLRIA will have no liability for the Client's failure to provide accurate and complete information. Client further agrees to promptly notify CLRIA of any material change in Client's financial circumstances, including investment needs, restrictions and risk tolerances or if any information contained in the Client Profile or otherwise provided to CLRIA becomes inaccurate or changes due to various circumstances. Client agrees to indemnify CLRIA for any liability incurred by reason of either the Client failing to notify CLRIA of changes to Client's financial circumstances and/or providing inaccurate information to the Client Profile or CLRIA.

(b) Implementation of Recommendations:

Client hereby grants CLRIA limited power-of-attorney with discretionary trading authority to effect investment transactions involving Client's Account, including the full power and discretion to buy, sell, and trade in those securities, investments and strategies provided by CLRIA and as outlined within its Form ADV Part 2A. The discretion granted to CLRIA hereunder may be exercised without prior consultation with Client and shall include, without limitation, the absolute right to decide what investments to make, when to make them and when to sell them. CLRIA is authorized to give instructions in furtherance of such trading authority to brokers, dealers and/or other parties necessary to effect such transactions on behalf of the Account. Client shall instruct the broker(s) with custody of the assets in Client's Account(s) to execute all transactions as directed by CLRIA. CLRIA may give a copy of this Agreement to any broker-dealers authorized to execute transactions in the Account as evidence of CLRIA's authority to act for Client in connection with the transactions.

CLRIA will use its reasonable efforts to comply with any investment guidelines, including any reasonable restrictions, requested by the Client in accordance with normal industry practice. In the event any securities are purchased outside of such guidelines or restrictions, CLRIA will take reasonable steps to bring the Account(s) back in-line with the Client's stated objectives. Under no circumstances will CLRIA be obligated to effect any transaction for Client which it believes would violate any applicable state or federal law or regulation, or the rules or regulations of any self-regulatory body.

2. General Provisions for Advisory Services

(a) Standard of Care: Investment Risk

It is agreed that CLRIA will discharge its duties under this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like or similar capacity, and familiar with such matters, would use in the conduct of money management of comparable character. Nothing herein will in any way constitute a waiver or limitation of any rights that the Client may have under any federal or state securities laws based on negligence, which cannot be modified in advance by contract.

CLRIA does not guarantee the future performance of the Account(s) or any specific level of performance, the success of any investment decision or strategy that CLRIA may use, or the success of CLRIA's overall management of the Account(s). Client understands that investment decisions made for Client's Account(s) by CLRIA are subject to various market, currency, economic, political and business risks, and that such investment decisions will not always be profitable. The price of securities can and will fluctuate, and any individual security may become valueless. Client acknowledges that there may be loss or depreciation to the portfolio's value due to market fluctuations. Client acknowledges that no party to this Agreement has made any guarantee, either orally or in writing, that Client's investment objectives will be achieved. Past performance is no guarantee of future results.

As mentioned above, CLRIA typically utilizes ETFs as part of Client's investment portfolio. Such ETFs may be "long," "short," leveraged" or "unleveraged." Leveraged ETFs are ETFs that employ financial derivatives and debt to try to achieve a multiple of the return or inverse return of a stated index or benchmark over the course of a single day. Most leveraged ETFs get their leverage by using derivatives. The prices of derivative contracts do not necessarily move in tandem with the underlying securities. As a result, leveraged ETFs can have volatile price movements and race ahead or fall behind their stated index over long and short periods. Similarly, "short" or "inverse" ETFs are designed to deliver returns that are the opposite of the stated index's returns. The Firm also typically utilizes ETNs as part of the Client portfolio. An ETN is a senior unsecured debt obligation designed to track the total return of an underlying market index or other benchmark. ETNs may be linked to a variety of assets, for example, commodity futures, foreign currency and equities. ETNs are similar to ETFs in that they are listed on an exchange and can typically be bought or sold throughout the trading day. However, an ETN is not a mutual fund and does not have a net asset value; the ETN trades at the prevailing market price. Some of the more common risks of an ETN include: (i) the repayment of the principal, interest (if any), and the payment of any returns at maturity or upon redemption are dependent upon the ETN issuer's ability to pay; (ii) the trading price of the ETN in the secondary market may be adversely impacted if the issuer's credit rating is downgraded; (iii) the index or asset class for performance replication in an ETN may or may not be concentrated in a specific sector, asset class or country and may therefore carry specific risks; and (iv) ETNs may be closed and liquidated at the discretion of the issuing company

Such investment strategies carry inherent risks disclosed to Client in the Firm's Form ADV Part 2A Brochure. By signing the Agreement below, Client acknowledges and agrees that CLRIA will use ETNs and ETFs in long, short, leveraged and unleveraged positions as part of Client's investment portfolio; and that Client has had the opportunity to review and discuss with CLRIA the risks associated with these securities, prior to execution of the Agreement.

(b) Additions, Withdrawals, and Minimum Account Size

CLRIA imposes a minimum account size of \$250,000 but does reserve the right to waive the minimum or decline a potential client for any reason in its sole discretion. Client may make cash additions to and/or withdrawals from the Account(s) at any time. Client acknowledges that cash will be made available for withdrawal only when transactions effected to raise cash are settled. This could take several days dependent upon the type of investment and/or market conditions. Client further acknowledges that frequent and/or significant withdrawals may adversely affect the Account's performance and may impair CLRIA's ability to manage the Client's assets in accordance with the Client's objectives and investment strategies.

(c) Custodian

Custody of Client's assets will be maintained with an independent qualified custodian ("Custodian"). CLRIA typically recommends Pershing LLC to serve as the custodian for Client's assets. CLRIA will not be the custodian and will have no liability with respect to custodial arrangements or the acts, conduct or omissions of or by the Custodian. Client authorizes CLRIA to give the Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent for the Account(s), and will instruct the Custodian to provide CLRIA with such periodic reports concerning the status of the Account(s) as CLRIA may reasonably request.

CLRIA has a separate agreement with Shareholders Service Group -SSG to act on behalf of CLRIA as the payment agent for the purpose of collecting investment advisory fees due CLRIA. SSG will authorize the Custodian to debit the Client's Account(s) for its quarterly investment management fees and related charges.

Client understands that the fees and charges may not include custodial fees or additional transaction costs, of which Client has sole responsibility.

Additionally, Client hereby directs the Custodian to send CLRIA and Client a custodial account statement at least quarterly identifying, among other things, the Client's holdings, all transactions that occurred during the quarter in the Client's Account(s), any expenses (including those advisory fees paid to CLRIA) incurred during the preceding calendar quarter, and the value of the Account(s) as of the last business day of the preceding calendar quarter. Client acknowledges that it has sole responsibility to verify the accuracy of the calculation of the asset management fees and that the Custodian will not determine whether the fees charged to the Account(s) are accurate or have been properly calculated.

While there is no direct link between the investment advice given to Client and the use of a particular Custodian selected by CLRIA, Client acknowledges that certain benefits are received by CLRIA due to this arrangement, which may include access to software and technology to facilitate trade execution and research reports. Client is aware that CLRIA's receipt of certain benefits from the Custodian creates a conflict of interest since these benefits may influence CLRIA's selection of Custodian. Please refer to CLRIA's Form ADV Part 2A for additional important disclosure information.

(d) Execution of Brokerage Transactions

When performing the investment management services under this Agreement, the Firm has full discretion to place buy and sell orders with or through such brokers or dealers as it may deem appropriate. It is the policy and practice of the Firm to strive for the best price and execution that are competitive in relation to the value of the transaction ("best execution"). In selecting a broker, dealer or other intermediary, the Firm will consider such factors that in good faith and judgment it deems reasonable under the circumstances.

The Client consents and agrees that with Client's consent to a particular recommendation, CLRIA may aggregate ("block trade") Client sale and purchase orders with other client accounts that have similar orders being made contemporaneously under the management of CLRIA, if in CLRIA's judgment such aggregation is reasonably likely to result in an overall economic benefit to the Account(s). Such benefits may include better transaction prices and lower trade execution costs. If all aggregate orders do not fill at the same price, CLRIA may cause the Client and each similar order to pay or receive the average prices at which the orders were filled. If such orders cannot be fully executed under prevailing market conditions, CLRIA may allocate the securities traded among clients and each similar order in a manner which it considers equitable, taking into account the size of the order placed, the Client's cash position, investment objective of the Account(s), size of the order and liquidity of the security.

Please refer to CLRIA's Form ADV Part 2 for additional important disclosure information.

(e) Conflicts of Interest

It is foreseeable that, in the course of providing investment management services, CLRIA may determine that the purchase or sale of a particular security is appropriate for multiple client accounts. When deemed by CLRIA to be in the best interests of such clients, CLRIA may aggregate the securities to be traded for each such account into one or more trade orders. These circumstances may, in turn, give rise to actual or potential conflicts of interest among the accounts for whom the security purchase or sale is appropriate. In order to address these conflicts, CLRIA has adopted certain standards and procedures that it follows in allocating securities and block trades in order to provide an objective and equitable method of trade allocation so that all clients are treated fairly.

Client acknowledges CLRIA's disclosure of the potential conflicts of interest and understands that no assurance can be given that these or other conflicts of interest will in all cases be resolved to the satisfaction of the Client and CLRIA shall not be liable so long as it has acted in good faith.

(f) Proxy Voting

The Client understands that CLRIA will not vote proxies on behalf of the Client's Account. CLRIA and/or the Client will direct the Custodian to forward all shareholder related materials directly to the Client's address on record. In addition, CLRIA does not advise or act for the Client with respect to any legal matters, including bankruptcies and class actions, for the securities held in the Client's Account. In the case of ERISA clients, while CLRIA generally does not vote proxies for ERISA client accounts, should proxy materials be forwarded on to CLRIA at the request of the plan sponsor, CLRIA will strive to vote the proxy in the best interest of the client. Under those circumstances, a copy of CLRIA's proxy voting record and policies will be made available upon written request by the plan sponsor.

(g) ERISA

Both parties acknowledge that if one or more of the Client's Account(s) are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the following provisions will apply:

- (i) CLRIA acknowledges that it is a "fiduciary" with respect to the ERISA assets in the Client's Account(s) as that term is defined under Section 3(21)(A) under ERISA;
- (ii) The person signing this Agreement on behalf of the Client acknowledges its status as a "named fiduciary" with respect to the control and management of the ERISA assets, and agrees to notify CLRIA promptly of any change in the identity of the named fiduciary with respect to the ERISA assets in the Client's Account(s);
- (iii) Client agrees to obtain and maintain an ERISA bond (when not otherwise provided by the plan sponsor) satisfying the requirements of Section 412 of ERISA and include CLRIA and its members, agents and employees among those insured under that bond;
- (iv) Client confirms that any instructions that have been given to CLRIA with regard to the ERISA assets in the Client's Account(s) are consistent with the governing plan documents and investment policy statements which the plan has or will deliver to CLRIA;
- (v) Client confirms that the ERISA assets in Client's Account(s) are only part of the Client's retirement plan's assets and as such, CLRIA is not responsible for all plan investments and Client's consequential compliance with those requirements under ERISA; and
- (vi) Client confirms that reasonably in advance of this Agreement being entered into, Adviser provided to Client and Client received all disclosures that are required to be made under 29 C.F.R. § 2550.408b-2 (the "Regulation"). Client has received all such information through the information contained in a separate disclosure document, this Agreement and/or through Adviser's Form ADV Part 2.

3. Fees and Charges

(a) Asset Management Fees

Except as otherwise noted, CLRIA charges an annualized quarterly management fee based on assets under management ("AUM"), as reasonably determined in good faith by CLRIA, as of the close of business on the last business day of the preceding calendar quarter.

These fees are calculated and paid quarterly in advance in an amount equal to ____% per annum for the Client's Account(s) listed in Exhibit A and using the schedule below.

\$0 to \$500,000	the annual fee is	1.6% per year
\$501,000 to \$1,500,000	the annual fee is	1.4% per year
\$1,501,000 \$5,000,000	the annual fee is	1.0% per year
Over \$5,000,000	the annual fee is	.8% per year

Lower fees for comparable services may be available from other sources. These fees may be negotiated by CLRIA under certain circumstances, and at the sole discretion of CLRIA.

Investment management fees will be invoiced to the custodian of record by SSG and debited from the Client's Account(s) as soon as practicable following the last business day of each calendar quarter. Advisory fees are prorated based on the number of days that the Account(s) are open during the quarter. Additional deposits of cash and/or any securities will be subject to the same billing procedures.

Should a client open an account during the quarter, management fees will be prorated for assets held for a partial quarter based on the number of days that the account was open during the quarter. In the event that CLRIA's services are terminated mid-quarter, the annual fee shall be prorated through the date of termination as defined in the Agreement and any earned, unpaid balance will be immediately due and payable by client, and any pre-paid unearned fees will be promptly refunded to the client.

(b) Other Fees and Costs

In addition to CLRIA's advisory fees, Clients also may incur certain charges or fees imposed by third parties other than CLRIA. Such charges may include, but are not limited to: custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the Account(s); fees and expenses imposed by other private investment funds; certain deferred sales charges; odd-lot differentials; transfer taxes; wire transfer and electronic fund fees; and other fees and taxes on brokerage accounts and securities transactions. All mutual fund fees and charges will be disclosed in the prospectus for such funds which generally are made available on the investment company's website.

4. Covenants, Warranties and Acknowledgements

(a) Qualifications/Status of CLRIA

CLRIA represents and warrants that it is registered with the California Department of Financial Protection and Innovation and the Nevada Secretary of State, Securities Division. CLRIA is qualified to act as an investment adviser to the Account(s) pursuant to this Agreement under the applicable securities laws of the state in which Client is resident as of the effective date of this Agreement. CLRIA will promptly notify Client of any change in such status.

(b) Authority of Client

Client represents and warrants that it has full and unrestricted 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. Client holds good, marketable and indefeasible title to the securities and assets which Client places under CLRIA's management and such assets are and will remain free from any security interest, lien, charge or other encumbrance except as may be created by CLRIA in the performance of its duties hereunder or unless CLRIA expressly agrees

otherwise. If Client is a corporation, partnership, government agency, trust, estate or other legal entity, Client represents that the person executing this Agreement on its behalf has full power and authority to do so and that when so executed and delivered shall be binding. Client agrees to promptly deliver copies of applicable governing documents, corporate resolutions, or other action authorizing this Agreement upon CLRIA's reasonable request.

Furthermore, Client has carefully reviewed this Agreement, has had an opportunity to discuss the fee provisions and other arrangements relating to the Account(s) with CLRIA, and fully understands the services to be provided hereunder and the associated risks.

(c) Receipt of Disclosures

- (i) Delivery of Form ADV Part 2. Client has received and reviewed CLRIA's client brochure, Form ADV Part 2, which is required to be delivered before or at the time the Firm entered this Agreement with the Client.
- (ii) Privacy Notice. In compliance with Regulation S-P (Privacy of Consumer Financial Information), which was adopted by the SEC pursuant to Section 504 of the Gramm-Leach-Bliley Act (the "GLB Act"), CLRIA has provided Client a copy of its privacy notice, which discloses to Client its policies and procedures regarding the use and safekeeping of personal information, including, if applicable, how such Client may avoid ("opt out" of) having his/her information shared. By signing below, Client acknowledges that it has read and understands CLRIA's privacy notice.
- (iii) Fee Disclosures. In accordance with the section 2.f. (vi) above, Client confirms that reasonably in advance of this Agreement being entered into, CLRIA provided to Client and Client received all disclosures that are required to be made under 29 C.F.R. § 2550.408b-2 (the "Regulation"). Client hereby confirms that it has reviewed CLRIA's fees and compensation provided pursuant to the Regulations and agrees that such fees and compensation are reasonable in light of the services to be provided by CLRIA under this Agreement.

(d) Non-Exclusive Relationship

Client understands and acknowledges that CLRIA renders investment advice to and performs other portfolio management services for other individuals and entities. CLRIA and/or its Affiliated Persons may from time to time buy, sell or trade in securities for their own accounts, for the accounts of their family, for an account in which they have a beneficial interest or for the accounts of others for whom they provide portfolio management services. Client agrees that CLRIA may give advice and take such other action with respect to these other accounts that may differ from the advice given or the timing or nature of action taken with respect to Client's Account(s).

5. Confidentiality

The Parties hereto agree not to disclose to any other party and to keep confidential the terms and conditions of this Agreement and any amendment or supplement thereto. Notwithstanding the foregoing, CLRIA may disclose Client information to such person(s) to include: (a) its employees, directors, agents, attorneys, accountants, and other professional advisors; (b) any governmental authority having jurisdiction over CLRIA, or to the extent required in response to any court order or other governmental authority, or as otherwise required pursuant to any requirement of law; (c) any stock exchange, regulatory, or self-regulatory organization having authority over the Client or CLRIA (which includes any broker-dealer with whom a CLRIA investment adviser representative serves as a registered representative); and (d) any third party (such as the Client's CPA, attorney or other professional advisor)

whom CLRIA (in its sole discretion) deems it necessary to disclose such information to in connection with the management and servicing of the Account(s).

6. Limitation of Liability

Except as otherwise provided by law, neither CLRIA nor any of its employees, affiliates, representatives or agents (“Affiliated Persons”) shall be liable 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 CLRIA with that degree of care, skill, prudence, and diligence under the circumstances that a person acting in a fiduciary capacity would use; (b) any loss arising from CLRIA’s adherence to Client’s written or oral instructions; (c) any act or failure to act by the Custodian, any broker or dealer to which CLRIA directs transactions for the Account(s), 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 shall in any way constitute a waiver or limitation of any rights that Client may have under federal or state laws.

Without limiting the foregoing, CLRIA will not be liable for any losses to Client resulting from the disposition of any investment which has been made by a predecessor investment adviser or by any other person authorized to invest the assets of Client, or for the retention thereof if CLRIA is unable to dispose of such investment or property because of any federal or state securities laws or restrictions or it is unmarketable or illiquid in nature or if any orderly liquidation is difficult under prevailing market conditions. If the Account(s) contain only a portion of Client’s total assets, CLRIA shall not be responsible for any of Client’s assets not designated to CLRIA for management under this Agreement or the diversification of all of Client’s assets.

7. Indemnification

Client agrees not to hold the Firm, its officers, directors, and employees liable for, and to indemnify, defend, hold harmless and insure the Firm against, any costs and liabilities (including, e.g., attorneys’ fees and disbursements) the Firm may incur:

- (i) as a result of any claim against the Firm arising out of an investment decision or other action taken or omitted by the Firm in good faith exercise of its powers hereunder or otherwise related to this Agreement, excepting matters as to which the Firm shall be finally adjudged to have been guilty of willful misconduct or gross negligence, or
- (ii) arising out of an act or omission of the custodian or of any broker or agent selected by the Firm in good faith in a commercially reasonable manner, unless the Firm knowingly participates in such act or omission, has actual knowledge of such act or omission and fails to take reasonable remedial action, or through gross negligence in performing its own specific responsibilities hereunder has enabled custodian or broker or dealer to commit such an act or omission.

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 you may have under those laws.

8. Miscellaneous Provisions

(a) Term and Termination: Effect

The term of this Agreement will commence upon the Effective Date set forth above and will continue until written notice of termination is delivered to and received by the non-terminating Party. Upon the effective date of termination, CLRIA will be unable to enter into any further transactions until further

instructions are received from the Client (e.g., liquidation instructions). CLRIA agrees to be bound by such instructions after receipt thereof. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to the termination, including provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

(b) No Tax or Legal Advice

The Client acknowledges and agrees that the Firm does not provide tax and/or legal advice and that it is the Client's sole responsibility to find independent advisors in connection with such services. Accordingly, any discussion of tax matters the Firm may hold with the Client is provided for information purposes only, and no representation, express or implied, is made with respect to the accuracy, completeness or reliability of such information. Any such information is not intended to be solely relied upon by the Client nor used by the Client for the purpose of making tax decisions. The Client agrees to hold harmless the Firm, its directors, officers, agents and representatives and to seek advice based on his or her particular circumstances and needs from an independent tax advisor.

(c) Non-Exclusive Relationship

The Client understands and acknowledges that the Firm renders investment advice to and performs other portfolio management services for other individuals and entities. The Firm, its members, employees and beneficial owners may from time to time buy, sell or trade in securities for their own accounts, for the accounts of their family, for an account in which they have a beneficial interest or for the accounts of others for whom they provide portfolio management services. Client agrees that the Firm may give advice and take such other action with respect to these other accounts that may differ from the advice given or the timing or nature of action taken with respect to Client's account.

(d) Amendment

Unless stated otherwise in this Agreement, the Firm may amend this Agreement at any time by providing thirty (30) days advance notice to the Client. If no objection is made by the Client within thirty (30) days following delivery of such notice, the Firm will assume Client's inaction constitutes consent.

(e) Assignment of Interest

This Agreement shall be binding upon and shall inure to the benefit of the Parties herein to their respective successors, assigns, heirs and personal representatives. However, the rights and obligations hereunder will not be assignable, transferable, or delegable without the express written consent of the other party. Any attempted assignment, transfer or delegation thereof without such consent will be void. The foregoing does not prevent an assignment by CLRIA in connection with any transaction which does not result in a change of its actual control or management within the meaning of Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

(f) Notices

Any notice or other communication required or permitted to be given pursuant to this Agreement and as required by the Investment Advisers Act of 1940 ("Communications") shall be in writing and shall be deemed to have been duly given when: (i) delivered in person, when personally delivered; (ii) sent by facsimile transmission or e-mail, at close of business on the business day following telecopy or e-mail transmission; (iii) sent by overnight courier (postage prepaid), upon verification of receipt; or (iv) sent by

certified or registered mail, upon verification of receipt. Except for decisions regarding the purchase and/or sale of specific investments, all of Client's directions to CLRIA (including notices, instructions,

and directions relating to changes in Client’s investment objectives) shall be in writing.

All Communications shall be sent to the parties as indicated below or at such other addresses as the parties may designate in writing:

Caleb Lawrence Registered Investment Adviser, Inc.

Client

Attn: Mr. Caleb Lawrence

Name: _____

5150 Mae Anne Ave.

Address: _____

Suite 405 PMB 1272

Telephone: _____

Reno, NV, 89523

E-mail: _____

Telephone: (831) 334-5318

Name: _____

E-mail: caleb@clinvestments.com

Address: _____

Web: www.clinvestments.com

Telephone: _____

Blog: <https://clinvestments.com/market-bull/>

E-mail: _____

Client consents to electronic delivery of all Communications delivered pursuant to this Agreement and certifies that it possesses the means of accepting delivery by e-mail. Client acknowledges that it is responsible for ensuring that the e-mail address provided remains current in CLRIA’s records.

(g) Severability

If any part of this agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remaining terms of this Agreement.

(h) Governing Law

This Agreement shall be governed by and construed under and in accordance with the laws of the States of California and Nevada without regard to choice of law considerations.

(i) Survival

Sections pertaining to: Covenants, Warranties and Acknowledgements; Confidentiality; Limitation of Liability; Indemnification and Arbitration, shall survive any termination or expiration of this Agreement. Any terms or conditions of the Agreement which extend beyond termination shall apply to both the successors and assignees of CLRIA and Client.

(j) Death or Disability

In the event of the death or disability of an individual Client, CLRIA will continue to provide the services specified hereunder, unless and until such time that CLRIA receives written instructions to the contrary from the Client’s legally designated executor, administrator, guardian, or other legal representative, together with appropriate documentation of that person’s authority to provide direction with respect to the Client’s Account(s).

(k) Arbitration

The Client and CLRIA agree that the following steps will be used to settle any controversy or claim, including, but not limited to, errors and/or omissions arising out of or relating to this Agreement or the breach thereof.

1. Negotiation. The Client and CLRIA agree that they will attempt to resolve any controversy, claim, or dispute (“Dispute”) relating to this Agreement by prompt, good faith negotiations. Any Dispute which is not settled by the Parties within thirty (30) days after written notice of a Dispute is given by one Party to the other shall be referred to arbitration pursuant to Clause 2 below.
2. Arbitration. Any dispute, claim or controversy, including but not limited to, errors and omissions arising out of, or relating to, this Agreement or any alleged breach, termination, enforcement, interpretation or validity of this Agreement (including the determination of the scope or applicability of this agreement to arbitrate), which is not resolved pursuant to Clause 1 above, shall be settled by arbitration in Washoe County, Nevada, before a panel consisting of one individual, with at least one panelist having knowledge of securities and investment matters. Such arbitration will be administered by JAMS, The Resolution Experts (“JAMS”) pursuant to its Comprehensive Arbitration Rules and Procedures. The award of the arbitration panel shall be final and binding, and judgment upon the award granted may be entered in any court of competent jurisdiction. Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party’s actual damages, shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. The arbitrator will, in the award, allocate all of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party, against the party who did not prevail.

Client understands that this Agreement to arbitrate constitutes a waiver of the right to seek a judicial forum, including trial by jury, except where such waiver would be void under federal or state securities laws. Client acknowledges that his/her/its consent to this arbitration provision is voluntary and that arbitration is final and binding on the parties.

(l) Entire Agreement

This Agreement constitutes, and is intended by the parties to be, the final, complete, and exclusive statement of their entire agreement pertaining to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements by and between the parties hereto.

By each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon execution by the Parties below.

CLIENT(S)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

CALEB LAWRENCE REGISTERED INVESTMENT ADVISER, INC.

Signature: _____

Print Name: _____

Date: _____

EXHIBIT B

CALEB LAWRENCE REGISTERED INVESTMENT ADVISER, INC.
ACCOUNT(S) TO BE MANAGED

	ACCOUNT TITLE	ACCOUNT NUMBER
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____

EXHIBIT B

**CALEB LAWRENCE REGISTERED INVESTMENT ADVISER, INC.
NON-DISCRETIONARY ACCOUNT(S)**

Client hereby appoints CLRIA to provide investment advisory services on a non-discretionary basis and to provide the Client with investment advice and recommendations regarding the Client "Non-Discretionary Account(s)" specified below. CLRIA is authorized, from time to time, to invest, sell, and reinvest proceeds in the Non-Discretionary Account(s), only upon obtaining the Client's prior confirmation of any proposed action. The Client acknowledges that the sole responsibility for determining whether to implement any advice or recommendations given pursuant to this Agreement rests with the Client and that no transactions will be effected without the Client's prior consent and approval. Should the Client determine to implement any of the Firm's recommendations, the Client will thereafter authorize CLRIA to carry out such transactions as approved by the Client and to give instructions in furtherance thereof to brokers, dealers and/or other parties necessary to effect such transactions on behalf of the Non-Discretionary Account(s). CLRIA agrees to provide the Client with investment advice and recommendations regarding the management of the Non-Discretionary Account(s) in accordance with the Client's stated investment objectives and mandates and subject to the guidelines and/or restrictions (if any) set forth in the Client Profile or otherwise provided to the Firm by the Client. Such guidelines and restrictions may be amended or supplemented from time to time by agreement of the Parties.

For Non-Discretionary Accounts, CLRIA charges an annualized quarterly management fee based on Client's assets under management, as reasonably determined in good faith by CLRIA, as of the close of business on the last business day of the preceding calendar quarter. These fees are calculated and paid quarterly in advance in an amount equal to _____ % per annum. Such fees will be invoiced to the custodian of record by SSG and debited from the

Client's Account(s) as soon as practicable following the last business day of each calendar quarter. All billing terms and procedures as specified in Section 3 of the Agreement shall be applicable to any Non-Discretionary Accounts of Client.

	ACCOUNT TITLE	ACCOUNT NUMBER
1.	_____	_____
2.	_____	_____
3.	_____	_____

Client

Signature: _____ Print Signature: _____ Print
Name: _____ Date: Name: _____ Date: