



Perfetta Capital, LLC

INVESTMENT ADVISORY AGREEMENT

This **AGREEMENT** is entered into by and between Perfetta Capital, LLC (hereinafter called "PC" or "Advisor"), whose principal office is located at 302 Calibre Woods Drive NE, Atlanta, Georgia 30329, and

_____ (hereinafter called "Client").

WITNESSETH

WHEREAS, PC is a Registered Investment Advisor in the business of providing financial services and investment advice; and

WHEREAS, the client desires PC to provide financial services and investment advice;

NOW THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

1. SERVICES OF PERFETTA CAPITAL, LLC:

PC shall provide the following services(s) to Client:

Assess the Client's current financial situation and identify alternative strategies in key planning areas. Provide reports of the Client's present portfolio and recommendations for sale, repositioning and acquisition of the Clients' assets. PC shall review these reports and recommendations and discuss in depth with the Client the reason(s) for each and their impact before implementation of the plan wherein PC is paid a fee for assets under management as described in Part 2 of the ADV Form.

2. RESPONSIBILITIES OF THE CLIENT

The Client agrees to provide information regarding income, investments, income tax situation, wills and other pertinent matters as requested by PC from time to time. The Client also agrees to discuss current needs, goals and any future changes in these matters candidly with PC, and to keep PC informed of changes in the Client's situation, needs and goals. The Client acknowledges that the advisor cannot adequately perform services on the Client's behalf unless the Client performs such responsibilities on his/her part. PC analysis and recommendations are based on the information provided by the Client. The Client agrees to permit PC to consult with and obtain information about the Client from the Client's accountant, attorney and other advisors. PC shall not be required to verify any information obtained from the Client, the Client's accountant, attorney or other advisors and is expressly authorized to rely thereon. The Client is free at all times to accept or reject any recommendations of PC. It is important that the Client understand fully the recommendations, reports, ongoing investment strategies, confirms, and statements relating to the account(s) investments and direction. The Client understands that BOTH they and PC have a responsibility for communication. PC tries to communicate in a number of ways including but not limited to: personal meetings, letters, trade confirmations, statements, reports, article reprints, newsletters, phone calls, and



account review. **IT IS THE RESPONSIBILITY OF THE CLIENT TO ASK ANY QUESTIONS RELATING TO THE FULL UNDERSTANDING OF THE ACCOUNT.**

3. **CONFIDENTIALITY**

Except as required by applicable law, rule or regulation, or in order to implement your investment objectives or perform the investment advisory contemplated by this Agreement, both parties agree to treat information and advice provided in connection with this Agreement pursuant to our privacy policy.

4. **BASIS OF ADVICE**

The Client acknowledges that PC obtains information from a wide variety of publicly available sources and PC has no proprietary sources, and does not claim to have proprietary sources of inside or private information. The recommendations developed by PC are based upon the professional judgment of PC and its individual investment advisory representatives. Neither PC nor its individual representatives can guarantee the results of any of their recommendations. The Client at all times shall elect unilaterally to follow, or ignore, completely or in part, any information, recommendations, or advice given by PC under this Agreement.

5. **IMPLEMENTATION**

PC may direct, in PC's sole discretion and without first consulting Client, the investment and reinvestment of the funds of the Client (the "Managed Assets") listed on the client profile, which has been prepared by the client and submitted to PC ("Client Profile"). Client may at any time, deposit additional funds and/or securities with the Custodian so as to increase the Managed Assets of Client. Client may also withdraw Managed Assets by giving notice to PC. Client's financial circumstances and investment objectives and any special instructions or limits that Client wishes PC to follow in managing the Managed Assets are described in the Client Profile. Client agrees to notify PC promptly of any significant change in the information provided by the Client in the Client Profile or any other significant change in client's financial circumstances or investment objectives that might affect the manner in which Client's Managed Assets should be managed. Client also agrees to provide PC with such additional information as PC may request from time to time to assist it in managing the Managed Assets. PC's authority under this Agreement will remain in effect until changed or terminated by Client as provided in Section 10.

Client grants PC discretionary trading authority. By Client initialing this selection, PC will direct, in PC's sole discretion and without first consulting the Client, the investment and reinvestment of the funds of the Client.

Initials

6. **REPRESENTATION FOR THE CLIENT**

It is understood by and between the parties herein that PC is under the ownership of Michael Brooks. PC does not have any other affiliations, including a broker dealer. PC does have a relationship with an independent qualified custodian.

PC Investment Advisor Representatives may also be licensed insurance agents. From time to time, the individual advisor may offer clients advice or products from those activities. Clients should be aware that these services pay a commission and involve a possible conflict of interest, as commissionable products can conflict with the fiduciary duties of a registered investment advisor. PC always acts in the best interest of the client; including the sale of commissionable products to advisory clients. Clients are in no way required to implement the plan through any representative of PC in their capacity as an insurance agent.

Proxy Voting

We do not vote proxies on behalf of your advisory accounts. At your request, we may offer you



advice regarding corporate actions and the exercise of your proxy voting rights. If you own shares of common stock or mutual funds, you are responsible for exercising your right to vote as a shareholder.

In most cases, you will receive proxy materials directly from the account custodian. However, in the event we were to receive any written or electronic proxy materials, we would forward them directly to you by mail, unless you have authorized our firm to contact you by electronic mail, in which case, we would forward any electronic solicitation to vote proxies.

7. LEGAL AND ACCOUNTING SERVICES

It is understood and agreed to that PC and its advisors, employees, representatives and agents are not qualified to and will not render any legal advice nor prepare any legal documents for the implementation of the Client's financial and investment plans.

The Client agrees that his/her personal attorney and or accountant solely shall be responsible for the rendering or preparation of the following: (1) All legal and accounting advice; (2) All legal and accounting opinions and determinations; (3) All legal and accounting documents.

8. TAX CONSEQUENCES

Any securities recommended to the Client may ultimately be sold and create a capital gain or loss depending on the Client's cost basis in the securities. Withdrawals, including those made for fee payment, made from tax qualified or tax advantaged accounts may cause a taxable event for the Client. It is recommended that the Client consult with his or her tax advisor for advice on the tax ramifications of any transactions.

9. FEES TO PERFETTA CAPITAL, LLC

In consideration of the type of services rendered by PC, the Client shall pay fees to PC in accordance with a fee schedule. Additionally:

- a. PC has the right to negotiate any rates depending upon the type of client or account. Any negotiated rate shall be stated in writing, and shall be signed by PC and the Client.
- b. PC will not be compensated on the basis of a share of capital gains or capital appreciation of the assets under management.
- c. PC does **not** have physical custody of Client funds and/or securities. All funds and/or securities will be held with an independent, qualified custodian.



Services to be provided and associated fees in accordance with this contract:

Asset Management

Fee Schedule for Asset Management:

<u>Total Account Value</u>	<u>Maximum Annual Advisory Fee</u>
First \$3,000,000	1.00%
Next \$2,000,000	0.80%
More than \$5,000,000	0.60%

Fees for the initial month will be prorated based upon the number of calendar days in the calendar month that the advisory agreement is in effect. Fees are based on the market value of the assets on the last business day of the previous month.

The fee is calculated as follows: The market value of the assets under management on the last day of the previous month multiplied by 1/12 of the annual advisor fee.

10. TERMINATION

The Client or PC may terminate this Agreement at any time with thirty days written notice. If terminated by either party the Client will receive a prorated refund of unearned fees. If termination of the agreement is within five (5) business days from the date set forth in this agreement, all fees paid in advance will be refunded to the Client in full, as such: (total monthly fee charged / # of days in the calendar month) x # of days account was active for the month. All funds under management shall be liquidated or transferred at market value as of the date of liquidation or transfer.

11. ARBITRATION

Any dispute or controversy arising out of or related to this Agreement, including a claim of rescission hereof, may be determined by arbitration conducted before, and only before, an arbitration panel set up by either the FINRA Dispute Resolution in accordance with its arbitration procedures or may be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial or other Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. By signing this agreement, the Client is not waiving any rights provided under state or federal securities laws to pursue a remedy by other means.

12. REQUIRED DISCLOSURES

PC is a Registered Investment Advisor with the State of Georgia and in accordance with the State of Georgia's Securities Act. PC will provide the Client with its Form ADV Part 2 or disclosure brochure at or prior to the execution of this Agreement, and will offer to provide this Form to the Client on an annual basis thereafter, as required. You hereby acknowledge receipt of our:

- a. Firm Brochure as set forth on Form ADV Part 2A
- b. Brochure Supplement, as set forth on Form ADV Part 2B
- c. Privacy Policy Notice



13. **CLIENT CONFLICTS**

If this Agreement is with more than one client, we shall base our Investment Advisory Services upon the collective joint goals as communicated to us. We shall be permitted to rely upon instructions and/or information we receive from any party, unless and until such reliance is revoked in writing to us. We shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between you.

14. **CLIENT REPRESENTATIONS**

You represent that you have the full legal power and authority to enter into this Agreement and that the terms of this Agreement do not violate any obligation to which you are bound, whether arising out of contract, operation of law, or otherwise. You maintain sole responsibility to notify us if there is any change in your financial situation or investment objectives for the purpose of reviewing, evaluating or revising our previous recommendations and/or services.

15. **NON-EXCLUSIVITY**

You acknowledge that the investment advisory services provided to you under this Agreement are non-exclusive and will be offered on a continuing basis to others.

16. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the parties and supersedes all understandings, agreements (oral and written), or representations with respect to the subject matter hereof. This Agreement may only be amended, revised or modified by written agreement between the parties. Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party. No failure by us to exercise any right, power, or privilege that we may have under this Agreement shall operate as a waiver thereof. Further, no waiver of any deviation from, or breach of, this Agreement by you shall be deemed to be a waiver of any subsequent deviation or breach.

17. **SEVERABILITY**

If any provision of this Agreement is deemed to be invalid or unenforceable or is prohibited by the laws of the state or jurisdiction where it is to be performed, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative in such state or jurisdiction. The remaining provisions of this Agreement shall be valid and binding and in full force and effect as though such provision was not included.

18. **NOTICES**

Any notice or correspondence required in connection with this Agreement will be deemed effective upon receipt if delivered to either party at their address listed above unless (a) either party has notified the other party of another address in writing or (b) you have consented in writing, by signing this Agreement and providing your e-mail address(es) to receive such notice, correspondence, or other communication from us by electronic delivery. All of your directions to us (including notices, instructions, and directions relating to changes in your investment objectives) shall be in writing. We shall be protected in relying upon any such direction, notice, or instruction until we have been advised in writing of changes therein.

By providing your e-mail address(es) at the end of this Agreement, you hereby consent to receiving communications from us by email or other electronic delivery without also receiving paper copies. By sending or receiving sensitive or confidential electronic communications, you accept the risks and possible lack of confidentiality of communicating over the Internet. You agree to hold us and our Affiliates,



successors and assigns free from any damages related to or arising from the delivery of electronic communications.

19. GOVERNING LAW, VENUE, AND JURISDICTION

To the extent not inconsistent with federal law, this Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Georgia or those in which the client is domiciled and in compliance with the Investment Advisers Act of 1940.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Agreement may be by actual or facsimile signature.

21. SECTION OR PARAGRAPH HEADINGS

Section headings herein have been inserted for reference only and shall not be deemed to limit or otherwise affect, in any matter, or be deemed to interpret in whole or in part any of the terms or provisions of this Agreement by each party executing this Agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This Agreement is only effective upon our execution below.

22. MISCELLANEOUS

- a. This Agreement shall be applicable to financial advice contained in the financial analysis or investment recommendation individually prepared for the Client and shall not relate to any advice given by any person or persons not specifically designated by PC in writing to perform such services.
- b. Neither party hereto may assign, convey, or otherwise transfer any of the rights, obligations, or interest herein without the prior express written consent of the other party. Both parties acknowledge and agree that transactions that do not result in a change of actual control of management shall not be considered an assignment.
- c. Subject to the provisions regarding assignment, this Agreement shall be binding to the heirs, executors, administrators, legal representatives, successors, and assignees of the respective parties.



THIS CONTRACT CONTAINS AN OPTIONAL ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

This agreement shall not become effective until acceptance by Perfetta Capital, LLC as evidenced by the signature of the authorized officer designated below.

Client's Signature _____ Date _____

Client's Printed Name

Joint Client's Signature _____ Date _____

Joint Client's Printed Name

PC Principal's Signature Date

PC Principal's Printed Name

Client Initials I authorize PC to send e-mail correspondence, including statements, disclosures, and other reports.

Joint Client Initials

I authorize PC to send e-mail correspondence, including statements, disclosures, and other reports.

Client E-mail Address: _____

Joint Client E-mail Address: _____

