

**TRIEX FINANCIAL SERVICES, INC.
INVESTMENT MANAGEMENT AGREEMENT**

This Investment Management Agreement is entered into this ____ day of _____ 2022, by and between **TRIEX FINANCIAL SERVICES, INC.**, an Illinois Corporation, having its principal place of business at 10470 W. 163rd Place, Orland Park, Illinois 60467 (“TFS”) and _____, a(n)
(Client Name)
INDIVIDUAL(S), CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY or OTHER ACCOUNT, (“Client”).
(Please circle one)

This Agreement will be of a continuing nature unless terminated in accordance with the terms set forth herein.

Whereas, TFS is engaged in the business of providing individualized discretionary investment management mutual fund timing service (the “TFS Timing Service”) on behalf of its clients.

Whereas, Client wishes to engage TFS to provide its TFS Timing Services on behalf of the Client.

Now, therefore, Client and TFS agree as follows:

1. Appointment of TFS as Agent and Attorney-in-Fact.

- a. Client hereby appoints TFS as Client’s agent and attorney-in-fact with the specific limited authority to:
 - (i) purchase, sell, invest, reinvest, exchange, convert and trade, in its sole discretion, the assets held in the Account to be managed by TFS (the “Account”), including, without limitation, shares of mutual funds, the dividends and distributions paid thereon, and other property held now or in the future in the Account at the Client’s risk and without being required to consult with the Client in advance; and to exercise its judgment with respect to both the allocation of the assets held in the Account, as well as the selection of mutual funds and the timing as to when transactions will be effected in the Account in accordance with the TFS Timing Service and the Client’s stated investment objectives and risk tolerance;
 - (ii) establish, if necessary, a custodial account for the benefit of, and in the name of the Client with any mutual fund, bank, trust company or broker-dealer (a “Custodian”) selected by TFS which will hold the Account; and to exercise all powers incidental to the handling of the Account, including arranging for delivery of all securities held in the Account and payment for purchases made on behalf of the Client;
 - (iii) arrange for the Custodian to provide to the Client, at least on a quarterly basis with: (1) a written summary of all of the securities transactions effected in the Account during such preceding quarter and (2) a written statement setting forth the aggregate value of the assets held in the Account as of the end of such quarterly period; and
 - (iv) provide a written statement to the Client setting forth the manner in which the fee(s) payable to TFS have been calculated.
- b. This authorization shall be a continuing one and shall remain in full force and effect until TFS has actually received written notice of revocation from Client.
- c. Notwithstanding anything to the contrary hereinabove, neither TFS nor any of its shareholders, directors, officers, employees or agents are permitted to hold or have custody, even temporarily, of the Client’s securities or other property outright, or otherwise obtain possession of them, and nothing herein shall be construed as to deem them as having custody or possession of the Client’s cash, securities or other property. In no event will TFS be obligated to effect any transaction for Client which TFS believes would violate any applicable federal or state law, rule or regulation, or the rules or regulations of any regulatory or self-regulatory body.
- d. Client understands that decisions to purchase or sell mutual fund shares shall be made by TFS and not by Client. However, TFS acknowledges and agrees that Client retains the unfettered right to withdraw assets out of the Account, subject to payment of TFS’s fees as provided hereunder.

2. Reliance on Client Information; Investment Restrictions; and Retention of Voting Rights.

- a. TFS’s investment decisions for the Client will be made in accordance with the Client’s personal and financial circumstances as well as Client’s stated investment objectives, as well as any restrictions the Client may impose in any investment guidelines or instructions which the Client may from time to time furnish to TFS in writing.
- b. TFS is entitled to rely on all financial and other information supplied or completed by the Client, his or her agents and delivered to TFS, including, without limitation, Schedule A.
- c. Client agrees to inform TFS immediately, in writing, of any material change in Client’s circumstances which might affect the manner in which Client’s assets should be invested and to provide TFS with any such information as it shall reasonably request.

- d. Client expressly retains any and all rights under federal and state securities laws, as well as the rules promulgated thereunder, to proceed directly against the issuers of any underlying security held in the Account, and is not obligated to join TFS or anyone who may have introduced Client to TFS as a condition precedent to proceeding against any issuer.
- e. Client expressly retains the absolute right to hypothecate, pledge and vote (subject to applicable ERISA voting restrictions) the securities held in the Account.

3. Deposit of Assets and Possible Assessment Against the Account of Other Non-TFS related Charges. Client will arrange immediately for the deposit of the assets to be managed by TFS into the Account.

4. Compensation Payable to TFS¹.

- a. As compensation for providing to Client its TFS Timing Services under this Agreement, TFS shall receive an annual advisory fee equal to 2.50% of the aggregate market value of the assets held in the Account, payable in quarterly installments. In computing the market value of the assets of any investment held in the Account, the securities will be valued by the Custodian carrying the Account. Client acknowledges that all dividends and distributions paid by the issuers of the securities held in the Account will be reinvested which, in turn, may increase the value of the Account and, therefore, the fee payable to TFS. Client further acknowledges that transactions effected by TFS on Client's behalf, as well as the reinvestment of dividends and distributions, may cause the Client to incur Federal, State and local tax liabilities.
- b. TFS's fees are payable in arrears, on or about the 5th day of the month following the end of the calendar quarter on which such fees are predicated. The fee will be calculated on the basis of the market value of the Account as of the last business day of the calendar quarter in which the Client deposited his or her assets in to the Account multiplied by 2.50% divided by 365 days and multiplied by the number of days during the quarter for which the assets were under management. Thereafter, the fee will be calculated based on the then market value of the Account as of the last business day of each calendar quarter. Client retains the right to make a partial withdrawal of the assets then held in the Account. TFS will however, be entitled to the prorated portion of its advisory fees based upon the number of days such withdrawn assets were under TFS management, computed as specified above. This prorated fee will be paid to TFS at the same time TFS is entitled to the balance of its advisory fee.
- c. Client hereby authorizes the Custodian to deduct each quarterly installment due to TFS hereunder directly from Account and to remit the same directly to TFS, provided, however, that TFS first provides at least three days prior written notice to Client of the calculation of such fee in order to afford Client the opportunity to verify such fee calculation. If TFS does not receive any written objection from Client by the end of such three day period, Custodian may remit such calculated fee directly to TFS.
- d. If the Custodian requires a specific letter of authorization with respect to TFS's management of the Account, Client agrees to promptly execute and deliver such letter to the Custodian.
- e. Client agrees to indemnify and hold harmless the Custodian, its shareholders, partners, directors, officers, employees and agents (collectively, the "Custodial Indemnities") from and against all losses, claims, damages, liabilities and expenses (including, but not limited to, all counsel fees and costs arising out of the defense and/or investigation of such matters) to which one or more of such Custodial Indemnities may become subject with respect to the handling of the Account, except insofar as such losses, claims, damages, liabilities and expenses arise out of, or are based upon, the willful misconduct of the Custodial Indemnities; provided, however, that this shall not relieve the Custodial Indemnities from any liability imposed by federal or state securities laws or other applicable laws which cannot be waived.

5. Non-Exclusive Services and Allocation of Opportunities. Client understands that TFS offers its TFS Timing Service to various clients and Client agrees that TFS may take actions with respect to any of its other clients which may differ from the timing or nature of TFS's actions taken on behalf of the Client with respect to the Account, so long as it is TFS's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. The Client further understands that TFS shall not have any obligation to purchase or sell for the Account shares of any mutual fund or other securities which TFS or its shareholders, directors, officers, employees or agents, etc. may purchase.

6. Client Representations and Warranties. Client hereby represents and warrants to TFS that:

- a. the information provided by the Client on Schedule A is accurate and complete in all respects;
- b. the Social Security number or Federal Tax Identification number provided at the end hereof is correct; and
- c. there are no, and except as the Client may advise TFS in writing, there will be no, restrictions on the ownership by the Client, or the transferability, of any securities in the Account, and any securities or other property held in the Account are free of any other encumbrances, including constructive liens.

¹ Client acknowledges and understands that the fee described hereinabove does not include: (i) the costs, charges or commissions, whether fixed or contingent, associated with securities transactions, (ii) the advisory fee payable by each mutual fund to its respective investment adviser, or (iii) any other fees or expenses paid directly by such mutual funds out of their assets, such as so-called Rule 12b-1 fees

- d. if this Agreement is entered into on behalf of Client, by a trustee or other fiduciary, such trustee or fiduciary represents that the advisor arrangement provided for herein is permitted within the scope of the investment authorized pursuant to the plan, trust and/or applicable law and that he or she is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into and renew this Agreement, on behalf of the Client.
- e. if Client is a corporation, partnership or limited liability company, the signatory on behalf of such Client represents that the execution of this Agreement has been duly authorized by appropriate corporate, partnership or limited liability company action.
- f. it will undertake to advise TFS of any event which might affect its authority to act on Client's behalf or that of its agent or the propriety of this Agreement.
- g. if Client is a corporation, partnership or limited liability company, it is an entity which is not primarily engaged in the business of investing in securities and less than forty (40%) percent of its assets consist of investment securities.

7. Tax-Qualified Retirement Plans Subject to ERISA (other than IRA Accounts). If Client is a tax-qualified retirement plan (a "Plan") subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or other applicable law, Client agrees to obtain and maintain for the period of this Agreement any bond required pursuant to the provisions of ERISA and to include within the coverage of such bond TFS, its shareholders, directors, officers, employees and agents whose inclusion is required by law. Client agrees to provide TFS promptly with appropriate documents evidencing such coverage upon request.

8. Notification. Written notice and communications to the Client shall be addressed as indicated at the end of this Agreement and written notices and communications to TFS shall be addressed as indicated at the head of this Agreement, unless either the Client or TFS has notified the other of a change. Notification of a change of address, which must be in writing, shall be effective upon receipt.

9. Termination. Client has up to five (5) business days after signing this Agreement to terminate the same without penalty or recourse. Thereafter, this Agreement may be terminated by either TFS or the Client upon ten (10) days prior written notice from either party to the other, or at such time as they may otherwise mutually agree upon in writing. Termination by either the client or TFS shall not have the effect of canceling orders to deposit or invest cash or to purchase or sell securities or other property placed prior to actual receipt of the notice of termination in accordance with the provisions of this Section 9. TFS retains the right, however, to complete any transactions not settled as of the termination date and to retain amounts in the Account sufficient to effect such completion. Upon termination, it shall be Client's exclusive responsibility to issue instructions in writing regarding any assets held in the Account, subject to TFS's entitlement to its pro-rata portion of its advisory fee based upon the number of days it managed the Account during the then calendar quarter.

10. No Assignment. This Agreement shall not be assigned by either party, without the written consent of the other.

11. Receipt of Part II of TFS's Form ADV. Client hereby acknowledges that he or she has received and read a copy of Part II of TFS's Form ADV, including, without limitation, Schedule F thereto, which explains, among other matters, the additional fees and expenses which may be incurred by the Client; entitlement by one or more of TFS's principals to additional compensation payable by certain mutual funds and/or their advisers or share distributors; potential conflicts of interest; and other relevant information about TFS, its personnel and policies, which disclosure is hereby incorporated into the terms of this Agreement.

12. Notification of Material Changes. TFS shall notify Client in writing of any material change in TFS or the affiliation of its principals, employees or agents with another broker-dealer.

13. Arbitration.

ARBITRATION DISCLOSURES.

- **ARBITRATION IS FINAL AND BINDING ON ALL PARTIES**
- **THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT OF JURY TRIAL**
- **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**

Any controversy between TFS and Client arising out of or relating to this Agreement shall be settled by arbitration before and in accordance with the rules then in effect of the American Arbitration Association (the "AAA") in the venue selected by the AAA. Any arbitration hereunder shall be before at least three arbitrators and the award of the arbitrators, or of a majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class until: (i) the class certification is denied; (ii) the class action is decertified; or (iii) Client is excluded from the class by

the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement, except to the extent stated herein.

14. Severability. If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

15. Tax Withholding. Client acknowledges that the Custodian may withhold any tax to the extent required by law, and may remit such taxes to the appropriate governmental authority.

16. Effective Date of Agreement. For the purpose of referring to this Agreement, the date of this Agreement shall be the date of acceptance by TFS. Client understands that TFS may choose not to accept this Agreement until such time as Client delivers the cash, securities and other investments that will comprise the Account.

17. Gender. As used herein, references to persons in the masculine gender shall include persons of the feminine gender. References in the singular shall, and if appropriate, include the plural.

18. No Waiver. No waiver of any provision of this Agreement shall be binding upon either party unless such waiver is in writing signed by both parties. No waiver of any right, power or remedy of a party shall be deemed to be a waiver of any other right, power or remedy of such party or shall, except to the extent so waived, impair, limit or restrict the exercise of such right, power or remedy. In addition, a waiver by TFS of any term of any other agreement TFS may have with another client shall not constitute a waiver by TFS of any term of this Agreement.

19. Entire Agreement. This Agreement, including Schedule A, represents the entire agreement between the parties with regard to the services described herein, and may not be modified or amended, except by a writing signed by the party to be charged specifically referring to this Agreement and referencing the Section number and provision to be modified or amended. This Agreement supersedes all previous and contemporaneous agreements and understandings between the parties hereto with respect to the subject matter hereof.

20. Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without giving affect to any conflict of law principles thereunder.

21. Receipt of Part II of Form ADV. By signing this agreement, acknowledgement is made for having received Part II of Form ADV.

AGREED TO THIS ____ DAY OF _____, 2022.

By: _____
(Client Signature)

(Client Printed Name)

By: _____
(Client Signature, if joint account)

(Client Printed Name, if joint account)

Capacity of Signatory, if Client is a Qualified Tax Retirement Plan, Corporation, Partnership, Limited Liability Company, or Other Non-Individual Account:

Telephone #: _____

Fed Tax ID# or SS# _____

Accepted: TRIEX FINANCIAL SERVICES, INC.

By: _____

Title: _____

Schedule A - Investor Information

Type of Account:

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation	<input type="checkbox"/> Pension/Profit Sharing Plan
<input type="checkbox"/> Joint - JTWROS	<input type="checkbox"/> Trust	<input type="checkbox"/> Partnership
<input type="checkbox"/> IRA	<input type="checkbox"/> Ltd. Liability Co. (LLC)	<input type="checkbox"/> Other (specify) _____

Personal Information, for Individual, Joint, IRA, Profit Sharing/Pension and Trust Accounts:

Name _____	Name _____
S.S./Tax ID # _____	<small>2nd Name if Joint Account</small> S.S./Tax ID # _____
Date of Birth _____	Date of Birth _____

Address _____

City _____ State _____ ZIP _____

Home Phone () _____ Work Phone () _____

Marital Status: Single Married Occupation _____

Number of Dependents: _____ US Citizen? Yes No

Information for Corporate, Profit Sharing/Pension, LLC, Partnership and Other accounts:

Name _____

Tax ID # _____ Phone () _____

Address _____

City _____ State _____ ZIP _____

AUTHORIZED SIGNATORY: Name _____ Title _____

If applicable, please attach list of additional signatories Phone () _____

Annual Income: <small>NOTE: please indicate if joint (J) or individual (I)</small>	Net Worth:	Annual Expenditures: <small>NOTE: for Individual accounts only</small>
<input type="checkbox"/> Less than \$ 50,000	<input type="checkbox"/> Less than \$ 50,000	<input type="checkbox"/> Less than \$ 25,000
<input type="checkbox"/> \$ 50,000 - \$ 100,000	<input type="checkbox"/> \$ 50,000 - \$ 200,000	<input type="checkbox"/> \$ 25,000 - \$ 50,000
<input type="checkbox"/> \$ 100,000 - \$ 250,000	<input type="checkbox"/> \$ 200,000 - \$ 500,000	<input type="checkbox"/> \$ 50,000 - \$ 100,000
<input type="checkbox"/> \$ 250,000 or more	<input type="checkbox"/> \$ 500,000 or more	<input type="checkbox"/> \$ 100,000 or more

Investment Experience:
NOTE: please indicate the number of years involved in each applicable category:

Stocks Bonds Mutual Funds Other

Investment Objectives:

<input type="checkbox"/> Conservative, willing to assume some risk.	<input type="checkbox"/> Seeking current income.
<input type="checkbox"/> Moderate, willing to assume a fair amount of risk.	<input type="checkbox"/> Seeking current income and growth.
<input type="checkbox"/> Aggressive, willing to assume a lot of risk.	<input type="checkbox"/> Seeking primarily growth.

Liquidity Requirements:

Requires maximum liquidity (short term investment objectives)

Does not require liquidity

Requires moderate liquidity

Signature(s):

Account Owner _____ Joint Owner _____

Date: _____ Date: _____