

Fleming Watson Financial Advisors, LLC

DISCRETIONARY INVESTMENT ADVISORY AGREEMENT

On this ____ day of _____, in the year _____, by and between Fleming Watson Financial Advisors, LLC (FWFA) and _____ (Client).

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

INVESTMENT ADVISORY SERVICES – Investment Advisory Services are detailed throughout this Agreement.

(A) Appointment and Acceptance as Investment Advisor

The client hereby appoints FWFA as investment advisor for the Account. FWFA shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client's Investment Policy Statement (Schedule A). Any other persons authorized to act on behalf of the Client with respect to the Account are identified in Schedule B.

(B) Duties of FWFA

FWFA hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interest of each client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

Client chooses for FWFA to have discretion for the following:

1. Direct the Custodian to invest and reinvest or sell and otherwise dispose of the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange traded funds, options, variable life insurance, and variable annuities.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the Account.
3. Render to Client at least monthly a written statement of the investments of the Account. This statement may come directly from the Custodian.

FWFA will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

FWFA represents and warrants that it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is duly registered as an investment advisor under the laws of the State of Ohio and other jurisdictions in which it may conduct business.

(C) Duties of Client

Client agrees to:

1. Notify FWFA of a change in life status including but not limited to, employment, retirement, marital status, or household.
2. Promptly notify FWFA in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide FWFA with prior written notice

of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.

3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable FWFA to perform its investment advisory services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and investment advisory fees.

(D) Custodian

The Custodian at the time this Agreement is executed is identified in Schedule C. FWFA may receive certain administrative benefits from the Custodian that enable FWFA to provide the Client with advisory services. Under no circumstances will FWFA act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

FWFA will not have custody at any time of client funds and/or securities.

(E) Directed Brokerage

FWFA does not allow directed brokerage.

(F) Services to Other Clients

It is understood that FWFA performs investment advisory services for various clients. Client agrees that FWFA may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is FWFA'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. Nothing in this Agreement shall be deemed to confer upon FWFA any obligation to acquire for the Account a position in any security which FWFA, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of FWFA it is not for any reason practical or desirable to acquire a position in such security for the Account. FWFA shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the Custodian for the Account.

(G) Fees

Client agrees to pay to FWFA an investment advisory fee, payable monthly and in arrears. The fee will be calculated based on an average daily balance of the account for the previous month pursuant to the fee schedule outlined in Schedule D. Accounts opened within a given month are charged a pro rata share at the end of the current month. Client shall pay the investment advisory fee within ten (10) days following the end of the month being billed. In the event of termination of the Account, FWFA will be entitled to a pro rata fee for the days service was provided in the final month. This final fee will be deducted from the Account prior to transfer.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. However, for assets such as alternative investments where a fee is charged and the custodian does not price the security, the asset may be priced by the provider of the asset according to their pricing policy or may also involve independent pricing services for assets that are priced in that manner. The Adviser itself, does not price any investment or security for which it charges a management fee or that is included in the portfolio return. The fee is based on the determined value of the securities in the portfolio as of the final date of the preceding month.

The investment advisory fee will be billed directly to the Custodian. The Custodian will deduct the fee from the Account upon notification by FWFA, or shortly thereafter. FWFA will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Client shall be given thirty (30) days prior written notice of any increase in fees and client will acknowledge, in writing, any agreement of increase in said fees.

Client acknowledges that FWFA or its representatives may provide client with various financial products upon which a commission may be paid to FWFA or its representatives, and such commissions are separate and apart from the fees charged under this Agreement. A conflict exists because of the relationship with the insurance agency. Through this relationship various financial products may be offered upon which a commission may be paid. This conflict is mitigated by disclosures, procedures, and the firm's Fiduciary obligation.

(H) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice.

No assignment of this Agreement by FWFA shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty, and with full refund. Sections I, J, L, and M of this Agreement shall survive any termination hereof.

(I) Confidentiality

FWFA agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

(J) Title to Assets

Except to the extent Client has notified, or in the future notifies, FWFA in writing, Client represents that assets in the Account belong to Client free and clear of any liens or encumbrances.

(K) Market Conditions

Client acknowledges that FWFA's past performance and advice regarding Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate.** FWFA does not guarantee or warranty that services offered will result in profit.

(L) Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to FWFA at:

512 Third Street
Marietta, OH 45750

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(M) Limitation of Liability

FWFA shall not be responsible for acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. FWFA shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived.

(N) Governing Law

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State in which the client resides, except to the extent preempted by ERISA.

(O) Arbitration

Any controversy or claim, including, but not limited to, errors and omissions arising out of, or relating to, this Agreement or the breach thereof, may be settled by arbitration, if the parties agree to arbitrate the controversy or claim and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Client understands that this Agreement to consider arbitration does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws.

(P) Captions

The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

(Q) Brochure and Privacy Notice

Client acknowledges receipt of Part 2 of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Part 2A Appendix 1 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 advisory 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.

Client chooses to have the following delivered via electronic communication via the following email address: _____

- Annual Delivery of Privacy Policy
- Annual Delivery of Form ADV Part 2
- Other _____

Email Address Certification. You certify that the email address you provided above is a functioning email address; owned and maintained by you or your agent on your behalf, and that all electronic communications of reports sent to the Email Address shall be accessible by you. You agree to notify us in writing, of any change in the Email Address.

(R) Entire Agreement and Amendment

This Agreement (including the Schedules listed below) contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

- Schedule A Client’s Written Investment Policy
- Schedule B Identification of Authorized Persons
- Schedule C Identification of Custodian
- Schedule D Schedule of Fees

SCHEDULE A

Client's Written Investment Policy:

Complete the information below for each different registration type.

Account 1

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Account 2

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Account 3

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Account 4

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Account 5

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Account 6

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____

Attach additional sheets as necessary.

SCHEDULE B

Identification of Additional Authorized Persons

The following persons are authorized to receive information with respect to the Account. Client will provide FWFA with prior written notice of any changes to authorized persons.

Name(s): _____

SCHEDULE C

Identification of Custodian:

Brokerage Firm: TD Ameritrade

SCHEDULE D

Schedule of Fees

Fees are based on the value of the assets held in each account.

FWFA offers discretionary asset management services to advisory clients. The fees for these services will be based on a percentage of Assets Under Management.

<i>Account Value</i>	<i>Annual Fee %</i>	<i>Monthly Fee %</i>	<i>Negotiated Annual Rate</i>
<i>First \$150,000</i>	1.2%	.1%	
<i>Next \$100,000</i>	1.0%	.0833%	
<i>Next \$250,000</i>	0.8%	.0666%	
<i>Thereafter</i>	0.6%	.05%	

This is a blended fee schedule, the portfolio management fee is calculated by applying different rates to different portions of the portfolio. Advisor may group certain related client accounts for the purposes of achieving the minimum account size and determining the annualized fee.

The annual fee may be negotiable. Accounts within the same household will be combined for a reduced fee. Fees are billed monthly in arrears based on an average daily balance of the account for the previous month. The calculation for the average daily balance is based on the formula $(A/D) \times (F/P)$.

A = the sum of the daily balances in the billing period

D = number of days in the billing period

F = annual management fee

P = number of billing periods per year (monthly)

For example (based on monthly billing period): the first step taken using the average-daily-balance calculation method would be to take the average of the values of the client's account over the course of the entire month.

For example, a client with an account value of \$250,000 would be charged the following:

\$250,000 being managed would be calculated as:

20 days at \$250,000 plus 10 days at \$230,000 averages out to approximately \$243,333.33

Based on the formula $(A/D) \times (F/P)$, the example would be: the fee for the first \$150,000 would be $(.001 \times 150,000) = \150 . The fee for the remaining \$93,333 would be $(.000833 \times 93,333) = \77.47 .

The total monthly fee would be: $(\$150 + \$77.47) = \$227.47$.

The client agrees to pay the investment advisory fee based on the above fee schedule.

Client Initials Date _____
Client Initials Date

IN WITNESS WHEREOF, the parties hereto have executed and agreed to this Agreement as of the date below,

Fleming Watson Financial Advisors, LLC

By: _____ Date: _____

CLIENT DATA

Name: _____

Address: _____

Client Signature Date: _____

Client Signature Date: _____