

INVESTMENT ADVISER FORM

Firm Name:			
Firm Address:			
Firm Tax ID #:			
Signature:		Date:	
Print Name		Title:	

1. Discretionary Authority / LPOA. Adviser is an investment adviser registered under the Investment Advisers Act of 1940 (“the Advisers Act”) or applicable state law and maintains the records required by the Advisers Act or applicable state law. Adviser acts as investment adviser for a number of clients who have either granted Adviser discretionary authority to invest on their behalf, including the ability to buy and sell securities without consultation with the client, or executed a limited power of attorney (“LPOA”) granting Adviser authority to buy and sell securities for their accounts after consultation with the client. Adviser’s client agreements permit it to transact business with any brokerage firm of its choosing and contain the acknowledgement and consent of the client to such arrangement. This letter will serve as notification that Adviser has documented its grant of discretionary authorization to direct orders in a discretionary manner or an LPOA for all accounts for which Adviser may place orders through Arkadios Capital. In lieu of furnishing Arkadios Capital with the specific evidence of Adviser’s authority in connection with each account for which it submits an order with respect to securities transactions, Adviser agrees to indemnify and hold Arkadios Capital harmless in the event that any such account should make a claim against Arkadios Capital for the execution of any order on the basis that the order was entered without authority.

2. Financial Responsibility and Suitability. If the client is an entity created by law or is anything other than natural person(s), Adviser warrants the existence of such entity. Adviser also warrants that before a client’s account is accepted, Adviser has made inquiries concerning the client’s financial responsibility and, while this letter should not be construed as any guarantee of any client’s account, Adviser confirms that it has performed a reasonable investigation of such client and such client is capable of meeting its financial obligations concerning the transactions intended to be executed on its behalf. Further, Adviser has examined any trust instruments, corporate authorizations, or other authorizing documentation and is satisfied that the person or persons who signed any contracts were themselves properly authorized by the entity they represent. Adviser is satisfied that all orders placed with Arkadios Capital are suitable for such clients. Adviser will indemnify and hold Arkadios Capital harmless in the event any such account should make a suitability claim against Arkadios Capital.

3. **“Know Your Customer.”** Adviser has established “know your customer” due diligence policies and procedures, which it believes are reasonably designed to detect and prevent customers from using Adviser’s facilities and services for illegal purposes, including to launder money or to finance terrorist activities. Adviser does not maintain or transact business for accounts which are held in the name(s) of individuals or organizations, or are located in countries, that have been identified by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”). Adviser represents that, to the best of its knowledge, no transaction or order which has been or will be placed with Arkadios Capital is, or is part of, a transaction which involves funds derived from unlawful activity and/or violates U.S. anti-money laundering laws.

4. **Pre-Dispute Arbitration Clause.** By signing an arbitration agreement the parties agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the Rules of the Arbitration Forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration, in some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

No person shall bring a putative or certified class action to arbitration, or seek to enforce any pre-dispute arbitration agreement against a 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 action until (1) the class certification is denied or (2) the class is decertified; or (3) the customer 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.

Adviser agrees to submit to arbitration all claims, controversies and other disputes with Arkadios Capital and any of its directors, officers, employees, or agents arising out of the services provided to Adviser or Adviser’s clients. Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in effect of the Financial Industry Regulatory Authority. (“FINRA”) and the laws of the State of Georgia. Either party may initiate arbitration in the City of Atlanta, Georgia, by filing a written claim with the FINRA. Any award the arbitrator makes shall be final and binding, and judgment on it may be

entered in any court having jurisdiction. This arbitration provision shall be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act.

5. Trading Authorization. The Adviser hereby confirms that Arkadios Capital may rely upon our trading authorization in executing transactions on behalf of our clients until such authority has been revoked. Adviser confirms that the following individuals are authorized to act on behalf of the Adviser relating to all matters related to trading. Adviser acknowledges that Arkadios Capital is entitled to rely on any instructions, oral or written, received from any of these authorized individuals until Arkadios Capital has received written notice from us that such authority has been revoked and Arkadios Capital has had reasonable time to act on such notice.

<u>Name</u>	<u>Title</u>