



CONSULTING SERVICES



444 Washington Street, Suite 407

Woburn, MA 01801

(781) 933-6100

Fax: (781) 933-6101



SERVICES AGREEMENT

This agreement is made as of the _____ day of _____ 20____, by and among the undersigned (hereinafter referred to as "Client") and Trust Advisory Group, Ltd. (hereinafter referred to as "TAG "), an SEC-registered registered investment advisor, located at 444 Washington St., Suite 407, Woburn, MA 01801, and _____ who is an investment advisor representative of TAG ("Advisor").

I hereby agree to the terms and conditions of this Consulting Services Agreement (hereinafter referred to as the "Agreement"), in connection with the services described below. All Schedules and Addenda are hereby incorporated in this Agreement by reference.

1. SERVICES AVAILABLE UNDER THIS AGREEMENT

Client hereby understands the TAG Consulting Program as described herein. The TAG Consulting Program ("Consulting Program") through TAG offers clients certain services, which may include, but are not limited to: Financial Planning, Budgeting, and Cash Flow Analysis; Income Tax Analysis; Education Planning; Retirement Planning; Portfolio Analysis; Estate Planning Investment Analysis; Business Succession Planning; and Fringe Benefit Analysis, TAG and Advisor are hereby expressly precluded from voting proxies for securities held by Client and will not be required to take any action or render any advice with respect to voting proxies .

Client will have the opportunity to meet with Advisor on at least an annual basis to review the matters governed by this Agreement. Implementation of any advice or plan is **not** part
Version 2.0 (1.12)

of this contract. Upon Client's specific request, however, Advisor, acting in a sales capacity, may recommend specific investment, insurance, and other products through which the plan and/or advice can be implemented. The purchase of any products may result in the payment of commissions and/or fees, which are in addition to fees subject to this Agreement.

Advisor shall also provide Client with access, during normal business hours, to an individual knowledgeable of the matters consulted on.

Services to be Provided

The specific services to be performed by Advisor are as follows (add continuation sheet if necessary).

2. COMPENSATION

Client has the option to engage Advisor for specific, enumerated services. or for ongoing services as may be necessary on a continual basis, Furthermore, Client has the option to pay on an hourly basis. a flat fee for a specified purpose, or an annual fee for ongoing services at a rate assessed quarterly, in arrears.

All fees for services shall be made payable to "Trust Advisory Group, Ltd."

By completing and initialing one option below, Client agrees to pay a fee based upon the respective rate.

Rate Options (Please select only one).

Fee for Specific Services

A. Client has chosen to pay an hourly rate of \$ _____ for the specific services set forth above. Client understands that if Advisor has provided an estimate of the hours involved in providing such services, the actual number of hours may be different than the estimate.

B. Client has chosen to pay a one-time flat fee of \$ _____ for the specific services set forth above.

Fee for Ongoing Services

C. Client has chosen to pay an hourly rate of \$ _____ on an "as needed basis" for the services set forth above. Client understands that throughout Client's engagement of Advisor, if Advisor has provided an estimate of the hours involved in providing a particular service, the actual number of hours may be different than the estimate.

D. Client will pay an annual fee of \$ _____, payable annually/semiannually/quarterly/month, assessed in arrears, for the ongoing services set forth above.

In the event Client has chosen option A or B, this Agreement shall automatically terminate upon the later of (1) payment of the full fee by Client, or (2) the completion of services by Advisor.

In the event Client has chosen option C or D, this Agreement will be ongoing and will continue until terminated in writing, in accordance with the termination provisions herein.

The hourly rate hereunder shall not exceed \$350. The entire

Version 2.0 (1.12)

fee for the services enumerated herein may not exceed \$50,000 annually.

Payment Method

Payment by Check

Payment shall be by check, made payable to **Trust Advisory Group, Ltd.**

3. Advisor will obtain the necessary financial data from Client and assist Client in determining and setting the appropriate investment objectives. Client maintains sole responsibility to notify Advisor if changes occur in Client's financial situation or investment objectives, for the purpose of reviewing, evaluating, or revising any recommendations and/or services. All information provided to Advisor, in relation to Client, shall be treated by Advisor as confidential, unless disclosure is required by law and/or in accordance with the attached TAG privacy policy.

4. Advisor(s) maybe a registered representative of Advisory Group Equity Service, Ltd. a FINRA Broker Dealer. Therefore, Advisor may from time to time receive commissions and other payments, including 12b-1 fees, generally received with respect to the sale of investment products, as a registered representative and/or insurance agent. This Agreement does not cover any compensation for services to Client outside the scope of this Agreement. Should Client implement any recommendation to purchase products through Advisor, TAG and Advisor may receive commissions and/or fees for such transactions, which will be in addition to the total fee specified above.

5. Client is free to execute securities transactions through a broker/dealer of his or her own choosing. If, however, Client elects to implement the investment advice through Advisor, Client acknowledges that TAG's policy prohibits Advisor from executing customer transactions through any broker/dealer other than one appointed as custodian by TAG.

6. This agreement does not authorize Advisor to exercise

discretion over any of Clients accounts, except as set forth in paragraph 2 hereof, for the express purpose of debiting an account for fees payable pursuant to this agreement.

7. Client understands that TAG, Advisor, and their affiliates may perform advisory and/or brokerage services for other clients, and that Advisor may give advice or take action for those clients that differs from the advice given, or the timing or nature of any action taken for Client's account. In addition, TAG and Advisor may, but are not obligated to, purchase, sell, or recommend for purchase or sale any security that TAG or Advisor or any of their affiliates may purchase or sell for their own account or the accounts of any other client.

8. Client understands that TAG and Advisor, in connection with the performance of their respective services, shall be entitled to, and will share in. the fees charged hereunder. TAG and Advisor hereby agree to receive no form of compensation that is based upon a share of capital gains, or upon the capital appreciation of Client's funds, or any portion of Client's funds.

9. The parties hereby agree that no assignment of this Agreement may be made without written consent of each party.

10. In accordance with Rule 204-3 of the Investment Advisors Act of 1940, Client hereby acknowledges, by his or her signature, that Client has received a written Disclosure Statement in the form of TAG's Form ADV Part II. If such receipt did not occur 48 hours prior to the execution of this agreement, Client shall have five (5) days from the date of execution to cancel this Agreement.

11. Client understands and agrees that neither Advisor nor TAG is qualified to give, nor will give, Client any legal, accounting, or tax advice, nor will Advisor prepare any legal, accounting, or tax documents for Client pursuant to this Agreement. Client is encouraged to obtain legal, accounting,

Version 2.0 (1.12)

and/or tax services from a qualified professional.

12. Client understands that if this Agreement is entered into by a trustee or other fiduciary, including, but not limited to, any individual meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA"), or an employee benefit plan subject to ERISA, such trustee or other fiduciary represents and warrants that Client's participation in the program is permitted by the relevant governing instrument of such plan, and that Client is duly authorized to enter into this Agreement. Client also agrees to furnish Advisor and/or TAG with such documents, as shall reasonably be requested with respect to the foregoing. Client further agrees to inform Advisor and/or TAG of any event that might affect this authority or the validity of this Agreement. Client additionally represents and warrants that the governing instrument, which creates the trust or other entity, provides that an "investment manager" (as defined in ERISA) may be appointed.

If Client is a corporation, the party executing this agreement on behalf of Client represents that execution of this Agreement has been duly authorized by the appropriate corporate action. The consulting services outlined in this Agreement will not include Advisor or TAG acting in any capacity as a controlling fiduciary as defined by ERISA for a qualified or non-qualified plan: acting as a fiduciary for any trust, estate, individual, or other entity; acting as power of attorney for Client's assets; acting as an insurance agent; acting in a respective capacity as a registered representative or a broker/dealer; providing legal advice; drafting any legal document or providing tax advice that would require a legal or tax license; or preparing tax returns. Client is encouraged to obtain legal and accounting services from such a qualified professional.

14. The parties hereto agree to resolve any dispute by binding arbitration. Client acknowledges the following potential differences between arbitration and conventional litigation:

- Arbitration is final and binding on the parties.
- The parties waive their rights to seek remedies in court, including a right to jury trial.
- Pre-arbitration discovery can be more limited than court proceedings.
- The arbitration award is not required to include factual findings and legal reasoning, and a party's right to appeal or seek modification of rulings by the arbitrator(s) is strictly limited.
- The panel of arbitrators may include a minority of arbitrators who were, or are, affiliated with the securities industry.

If Client does not notify TAG in writing of Client's choice of arbitration forum within five (5) days after receiving a written demand for arbitration, Client will have waived the right to make such a choice.

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 is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action, until (i) the class certification is denied; (ii) the class is decertified; or (iii) 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.

Connecticut, Maryland, and Nebraska Residents

Because the standard of conduct imposed on investment advisors under the Connecticut, Maryland, and Nebraska securities laws may differ from the standards imposed under other state securities laws, Connecticut, Maryland, and Nebraska residents may be provided additional rights of action in circumstances other than those in this section.

15. The interpretation and enforcement of this Agreement shall be governed by the laws of the Commonwealth of
Version 2.0 (1.12)

Massachusetts, without regard to so-called conflict of law statutes, and shall be construed in a manner consistent with the Investment Advisors Act of 1940

("Advisors Act") and the rules and regulations promulgated thereunder by the SEC. This Agreement represents the entire agreement between the parties, with respect to the subject matter contained herein, and may not be modified except in writing signed by all parties. This Agreement shall bind the heirs, successors, and assigns of the parties. This Agreement may not be assigned or transferred by Client without TAG's prior consent. Any notice given under this Agreement shall be in writing and sent to the party at the address set forth in this Agreement, unless the parties are notified otherwise.

16. Either TAG/Advisor or Client may terminate this Agreement by written notice at any time. Termination shall be effective upon receipt of such written notice provided at the appropriate address listed herein. Upon the death of Client or Advisor, this Agreement shall automatically terminate. Termination shall not affect the obligation to pay fees and other charges due through the effective date of termination.

17. Client understands that the Client Profile, set forth in Schedule B, is incorporated herein by reference and is made part of the Agreement.

Client understands that Client must complete the profile in full, and hereby acknowledges the accuracy of its content. Client further acknowledges that it is Client's responsibility to provide TAG and

Advisor with updated information as necessary and that TAG and Advisor have the right to rely on this information.

18. If any one provision of this Agreement shall be held or made unenforceable by a statute, rule, regulation, decision of a tribunal, or otherwise, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent enforceable by law or equity, while most nearly preserving its original intent. The invalidity of any part of this Agreement shall not render

invalidate the remainder of this Agreement and, to that extent, the provision of this Agreement shall be deemed to be severable. If, on any occasion, a party hereto chooses to waive any right hereunder, such waiver shall not be construed as an ongoing waiver of that same right, nor as a waiver of any other right hereunder.

19. In making any investment decision related to a securities product sold by prospectus, Client acknowledges that he and/or she has read the prospectus and has not relied on any information other than that contained in the product's prospectus, and nothing contained herein or prepared by Advisor is intended to replace any information contained in the prospectus.

3. CLIENT ACKNOWLEDGEMENT AND EXECUTION

Under penalties of perjury, and as required by federal law, Client certifies that (1) the information provided regarding any of Client's account with TAG is true, correct, and complete; (2) the tax identification number shown in this agreement is true and correct; and (3) Client is not subject to backup withholding because Client has not been notified of such withholding, or has been notified by the Internal Revenue Service that withholding is no longer required. Alternatively, the foregoing clause (3) is crossed out, due to Client being subject to backup withholding.

Client further acknowledges that Client has fully read and understood the contents of TAG's Form ADV Part II prior to entering into this agreement.

This agreement contains a Pre-Dispute Arbitration Clause in section 14. Client acknowledges receiving a copy of this agreement.

FOR INDIVIDUAL CLIENT

Client Signature _____

Print Name _____

Date _____

FOR JOINT CLIENT(s) (if any)

Client Signature _____

Print Name _____

Client Signature _____

Print Name _____

Date _____

ADVISOR

Advisor Signature _____

Print Name _____

Advisor # _____

Date _____

FOR TAG USE ONLY

Accepted by Trust Advisory Group, Ltd.

By _____

Date _____

FINANCIAL PROFILE

Individual

Client Name _____
Address _____
City State Zip _____
Phone # _____
Date of Birth _____
SSN/Tax ID # _____
US Citizen Yes _____ No _____
Resident Alien Yes _____ No _____
Annual Income _____ Fed Tax % _____
Net Worth (excluding Residence) _____
Liquid Net Worth _____
Marital Status: Single _____ Married _____
Separated _____ Divorced _____ Widowed _____
Number of Dependents _____
Employer _____
Position _____
Employer Address _____

Joint (If Applicable)

Client Name _____
Address _____
City State Zip _____
Phone # _____
Date of Birth _____
SSN/Tax ID # _____
US Citizen Yes _____ No _____
Resident Alien Yes _____ No _____
Annual Income _____ Fed Tax % _____
Net Worth (excluding Residence) _____
Liquid Net Worth _____
Marital Status: Single _____ Married _____
Separated _____ Divorced _____ Widowed _____
Number of Dependents _____
Employer _____
Position _____
Employer Address _____

Number of Years Investment Experience

____ 0 Years
____ 1-5 Years
____ 6-10 Years
____ 10 + Years

Previous Investment Experience

____ Stocks
____ Real Estate
____ Bonds
____ Annuities
____ Mutual Funds
____ Other

**PREFERRED PORTFOLIO SERVICES
CONSULTING PAYMENT COUPON**

(Submit to Home Office for Payment)

This payment coupon must be completed in full in order for advisor to receive payment. For payment by check, the check and form must be submitted together. Incomplete forms, or those sent without payment, will be returned to advisor's office. All checks must be payable to Trust Advisory Group, Ltd. or TAG in order for advisor to receive payment. Checks made out incorrectly will be returned to advisor's office.

Client Last Name _____

Date of Consulting Agreement _____

Name of TAG Rep/Advisor _____

Advisor # _____

_____ One-Time Consultation

_____ One Year of Ongoing Consulting Services

Current Amount Due \$ _____

_____ Check Payable to TAG is enclosed

Signature of Client _____

Date _____

Signature of Client _____

Date _____