



### Advisory Client Agreement

<b>Client:</b>	
<b>Client:</b>	

**THIS AGREEMENT** between Bridge Capital Consulting, LLC ("Adviser") and the Client, is in effect from the time Adviser receives and accepts a copy of this Agreement executed by the Client. By signing this Agreement, the Client acknowledges engaging the Adviser to provide advisory services for the Client's investment account(s).

1. **APPOINTMENT AS INVESTMENT ADVISER:** The Client hereby retains the Adviser and the Adviser hereby agrees to provide investment management services with respect to certain assets of the Client (the "Portfolio") in accordance with the terms and conditions set forth below. You appoint us your attorney-in-fact and grant us limited power-of-attorney with discretionary trading authority over the Assets to buy, sell and otherwise effect investment transactions related to the Assets. You authorize us, without prior consultation or approval to (a) implement transactions for your Assets; (b) buy, sell and trade stocks, bonds, mutual funds, index funds, exchange traded funds, short-term money-market instruments and other securities and contracts, including on margin if you have signed a separate margin authorization; (c) give instructions to the broker-dealer and the custodian of your Assets; and (d) delegate the management of all or part of the Assets to one or more independent investment managers or independent investment management programs ("Independent Managers"). To the extent utilized, Independent Managers will have limited power-of-attorney and trading authority over those Assets we direct to them for management. They will be authorized to buy, sell and trade in accordance with your Investment Needs and to give instructions, related to their authority, to the broker-dealer and the custodian of your Assets. We will supervise the Independent Managers and monitor and review Asset allocation, and Asset performance. We may terminate or change Independent Managers when, in our sole discretion, we believe such termination or change is in your best interest.
  
2. **ADVISORY SERVICES:** The Adviser will determine a target Portfolio allocation between various asset classes (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by the Client to the Adviser, as well as refer Client to an outside money management firm. Adviser will monitor the Client's account, work with the outside money management firm on behalf of the Client, and on at least an annual basis, Adviser will be available to meet with the Client to discuss any changes to the Client's personal or financial situation that may affect their Account. The Client is responsible for informing the Adviser of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to the Adviser under this agreement. The Client is responsible for reviewing trade confirmations and account statements provided by the Portfolio's custodian. For those client accounts where we provide investment management services, we maintain discretion over client accounts with respect to securities to be bought and sold and the amount of securities to be bought and sold. Investment discretion is explained to clients in detail when an advisory relationship has commenced. At the start of the advisory relationship, the client will execute a Limited Power of Attorney which will grant our firm discretion over the account. Additionally, the discretionary relationship will be outlined in the advisory contract and signed by the client.
  
3. **CUSTODY OF ASSETS:** The Adviser does not hold or receive any of the Client's funds or securities, other than payment for the Adviser's services. The Portfolio's assets will be held by a custodian selected by the Client, and the Client will be solely responsible for paying all of the Custodian's fees. Client understands that Adviser is not

authorized to establish or maintain custodial arrangements for the Account. All transactions will be consummated by payment to, or delivery by, Client or such other party as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Client shall direct the Custodian to segregate the assets of the Account and to invest and reinvest them in accordance with the directions transmitted by Adviser. Client understands that Adviser shall not be responsible for any loss incurred by reason of any act or omission of the Custodian or any other party, to the extent permitted by law. The Custodian should provide statements for the account. The Adviser encourages the Client to notify the Adviser promptly if the Client does not receive statements on all accounts from the custodian on at least a quarterly basis.

4. **CONFIDENTIAL RELATIONSHIP:** Information received by Adviser from Client will be kept confidential by Adviser in a manner consistent with applicable law and with the Adviser's Privacy Policy, which Client acknowledges receiving, and will be sent to Client annually, as required by law. All information or advice furnished by Adviser to Client shall be treated as confidential and not be disclosed by Client except as required by law.
5. **VOTING PROXIES:** Adviser shall not vote any proxies for securities purchased for Client's Account.
6. **CLASS ACTION SETTLEMENT CLAIMS:** The Adviser will not file a class action settlement claim involving a security held in Client's account on behalf of Client.
7. **CODE OF ETHICS:** Client acknowledges that Adviser has made Client aware that Adviser has a Code of Ethics, which is described on Adviser's Form ADV, Part 2, and which will be provided to Client upon request.
8. **FEES:** The fees for services under this Agreement shall be agreed upon in the executed advisory agreement between the Client, the Adviser, and the outside money management firm. The outside money management firm will collect the advisory fee and pay Adviser its portion of the fee. The fees for services under this Agreement shall be calculated and paid in arrears on a quarterly payment shall be based upon fair market value of the Account on the last calendar day of the preceding quarter. The Adviser will instruct Client's custodian to pay such fee from the Client's Account unless otherwise directed by the Client.
9. **RELATED TRANSACTIONS:** The Adviser's authority hereunder shall not be impaired because of the fact that the Adviser may affect transactions with respect to securities for the Adviser's own account or for the accounts of others under management which are identical or similar to securities as to which the Adviser may affect transactions for the Account at the same or different times.
10. **ACCOUNT STATEMENTS:** Client hereby provides his/her express understanding that Adviser shall not have any responsibility to directly disseminate account statements to Client.
11. **VERBAL INSTRUCTIONS ACCEPTABLE:** By Client's execution of this agreement, Client hereby provides express authorization in favor of Adviser which shall expressly permit and allow Adviser to act on Client's verbal instructions, except that no trade or order instructions may be left on Adviser's voicemail – voicemail instructions will not be acted upon. Schedule B which is attached hereto, and made an express part of this Agreement and which is hereby incorporated by reference herein, shall set forth the names of the specific individuals who shall have the authority to grant verbal and/or written instructions to the Adviser, and shall be effective until Adviser receives written notification from Client that any person referenced on Schedule B no longer has such authority.
12. **ELECTRONIC COMMUNICATIONS ACCEPTABLE:** The Client *consents to electronic delivery of required disclosure documents* and other communications by the Adviser. Such consent will remain effective unless revoked by the Client. The Adviser will transmit information by email in text, PDF, Microsoft Word, or other formats that can be readily viewed, printed, and saved. The Client has provided the Adviser with one or more valid email addresses that the Adviser may use to communicate with the Client. The Client acknowledges that there may be costs associated with electronic delivery, such as computer equipment costs and on-line charges. The Client may revoke its consent to receive communications electronically at any time by notifying the Adviser. Any notice or other communication

given to a party in connection with this Agreement will be in writing and will be deemed effective upon receipt, if delivered to such party at its email address. It is your responsibility to immediately review all communications, including emails, and to advise us of any discrepancies. 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.

13. **RECEIPT OF FORM ADV, PART 2:** Client acknowledges receipt from Adviser of a copy of Adviser's Form ADV, Parts 2A and 2B. Client has the right to terminate the contract without penalty or fees within five (5) 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 any other provisions of this contract notwithstanding. The Client shall be provided with an updated Form ADV, Part 2 on an annual basis and the Part 2B when material changes occur. Adviser's Form ADV, Part 2, is also currently available on <http://www.bridgcapitalconsulting.com/client-center> or [www.advisorinfo.sec.gov](http://www.advisorinfo.sec.gov).
14. **LIMITED LIABILITY:** The Adviser shall not be liable for any mistake in judgment or for any loss whatsoever except that which may result from a violation of applicable law or an act of bad faith or gross negligence by the Adviser concerning its duties under this Agreement. Furthermore, the Adviser, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any act or omission by any broker, dealer, custodian or another third party.
15. **NON-WAIVER OF RIGHTS BY CLIENT:** Federal securities laws impose certain obligations on persons acting in good faith, and as such, nothing in this Agreement shall result in any waiver of any or all of the rights which the Client shall otherwise enjoy under the federal securities laws.
16. **TERMINATION/ASSIGNMENT:** Neither party may assign this agreement without the prior written consent of the other party. This agreement shall be in effect until either party gives written notice to the other party of its intention to terminate the agreement. This agreement may be terminated, without penalty, upon at least 30 days' written notice by either party.
17. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California except to the extent that the federal securities laws shall otherwise be controlling.
18. **VENUE:** In the event that any dispute shall arise by and between the parties, it is hereby agreed that any litigation, cause, suit, arbitration, mediation or any other proceeding shall take place in California.
19. **CLIENT CONFLICTS:** If this Agreement is with more than one client, our Services shall be based upon the joint goals as communicated to us by the Clients, collectively. We shall be permitted to rely upon instructions and/or information we receive from either 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 Clients.
20. **ARBITRATION:** Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate 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. Should both parties voluntarily agree to arbitration, arbitration is final and binding on the parties.
21. **MISCELLANEOUS:** All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement. If any provision herein is or should become inconsistent with any present or future law, rule or regulation of any governmental or

regulatory body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respects, this Agreement shall continue and remain in full force and effect. No term or provision of this Agreement may be waived or modified unless in writing and signed by the party against whom such waiver or modification is sought to be enforced. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement. To the extent that this Agreement is inconsistent with any other agreement governing Client's Account, the provisions of this Agreement shall govern. Client agrees that this Agreement shall be binding upon Client's heirs, executors, administrators, and personal representatives. All notifications required to be sent shall be sent: if to Adviser, to the Adviser's address contained in this Agreement or such other address as may later be designated; if to Client, to Client's address as provided to Adviser at the time this Agreement is entered into, or such other address as may later be designated.

22. **EFFECTIVE DATE:** This Agreement will be effective upon execution by both the Client and Adviser.

**CCR Section 260.238(j) Disclosure** - Please note, lower fees for comparable services may be available from other sources.

**CCR Section 260.235.2 Disclosure** - Adviser confirms a conflict exists between the interests of the Adviser and the interest the Client. The Client is under no obligation to act upon our recommendation. If the Client elects to act on any of the recommendations, the client is under no obligation to effect the transaction through our firm.

## Schedule A – Fee Schedule

- (a) The annual wealth management fee per account is determined by the below schedule, depending on the platform/custodian chosen (SEI, Betterment, or "AFS"). The annual fees are negotiable and paid in the manner described below for each custodian.
- (b) You authorize us and the Independent Managers to deduct the Advisory Fee directly from the account(s) where such Assets are held, pursuant to applicable custody rules. It is your responsibility to verify the accuracy of the calculation of the Advisory Fee.
- (c) Advisory fees are directly debited from client accounts, or the client may choose to pay by check. Accounts initiated or terminated during a calendar quarter will be charged a pro-rated fee based on the amount of time remaining in the billing period. An account may be terminated with written notice at least 15 calendar days in advance. Upon termination of the account, any unearned fee will be refunded to the client. Since fees are paid in arrears, no rebate will be needed upon termination of the account.
- (d) Outside Manager or Custodian will deduct the advisory fee and forward Adviser's portion of the fee to the Adviser. In addition to the Advisory Fee, unaffiliated third parties may impose certain charges. These charges may include, but are not limited to, fees charged by Independent Managers, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual, hedge, index or exchange traded fund, fees imposed by variable annuity providers, certain deferred sales charges, odd-lot differentials, transfer taxes, and wire transfer and electronic fund fees.

**INVESTMENT MANAGEMENT SERVICES FEE SCHEDULE – “SEI”**

Our standard advisory fee is based on the market value of the assets under management and is calculated as follows:

<b>Account Value</b>	<b>Annual Advisory Fee</b>
\$0 - \$500,000	1.50%
\$500,001 - \$1,000,000	1.35%
\$1,000,001 - \$1,500,000	1.20%
\$1,500,001 - \$2,500,000	0.90%
\$2,500,001 - \$5,000,000	0.70%
\$5,000,000 and Above	0.50%

The annual advisory fee for SEI is pro-rated and paid in arrears on a quarterly basis. The advisory fee is calculated by assessing the percentage rates, as shown in the above chart or as agreed upon, to the account value as of the last date of the previous quarter. For example, if the client has \$1,000,000 at SEI, they will pay 1.20%/4 (0.30% or \$3,000) quarterly on the \$1,000,000. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement. Additionally, SEI may charge a “Sub-Adviser” fee calculated in the same way as described above.

**Actual fee agreed upon in this contract:**

BCC Advisory Fee \_\_\_\_\_ SEI Sub-Advisory Fee \_\_\_\_\_ Total Fee \_\_\_\_\_ Initial 1 \_\_\_\_\_ Initial 2 \_\_\_\_\_

**INVESTMENT MANAGEMENT SERVICES FEE SCHEDULE – “BETTERMENT (BMT)”**

Our standard advisory fee is based on the market value of the assets under management and is calculated as follows:

<b>Account Value</b>	<b>Annual Advisory Fee</b>
\$0 - \$250,000	0.95%
\$250,001 - \$500,000	0.85%
\$500,001 - \$1,000,000	0.75%
\$1,000,001 and Above	0.65%

The annual advisory fee for Betterment is pro-rated and paid in arrears on a quarterly basis. The advisory fee is calculated based on the weighted average daily account balance during the quarter (“Wrap Fee Period”) for Betterment’s and Betterment Securities’ services. The wrap fee is subject to waiver or reduction by Betterment in its sole discretion. Accounts are not charged a wrap fee when they are unfunded. The value of the Account for wrap fee calculation purposes will be determined by Betterment in accordance with its normal practices and procedures. You authorize such wrap fees to be deducted directly from your Betterment account. No increase in the annual fee shall be effective without agreement from the client by signing a new agreement or amendment to their current advisory agreement. Additionally, BMT charges a “Sub-Adviser” fee calculated in the same way as described above.

**Actual fee agreed upon in this contract:**

BCC Advisory Fee \_\_\_\_\_ BMT Sub-Advisory Fee \_\_\_\_\_ Total Fee \_\_\_\_\_ Initial 1 \_\_\_\_\_ Initial 2 \_\_\_\_\_

