



Centauri Advisory Group, Inc.

Wealth Management Solutions

310 S. Main Street
Zelienople, PA 16063

Investment Advisory Agreement

The undersigned (“Client”), being duly authorized, has established an Account/Relationship (the “Account”), and hereby agrees to engage CAG (“IA”) on the following terms and conditions.

I. *Appointment for CAG*

The Client hereby appoints IA as investment advisor for the Account. IA shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client’s Written Investment Policy. Client agrees to promptly notify IA in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide IA with prior written notice of any changes in the identity of people authorized to act on behalf of the Client with respect to the Account.

II. *Services by IA*

By execution of this Agreement, IA hereby accepts the appointment as investment advisor for the Account and agrees from and after the effective date, as referred to in the Schedule of Fees attached:

1. to supervise and direct the investments of the Account in accordance with the investment objectives of Client, and as communicated hereafter in writing to IA from time to time;
2. to appraise and review, at least annually during the period of this Agreement investments of the Account, as initially accepted by IA, together with all additions, substitutions and alterations thereto; and
3. to render to Client, at least quarterly a written statement of the investments of the Account. This statement may come directly from a Custodian. It is understood and agreed that IA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person, firm or corporation.
4. No assignment of the Agreement shall be effective without the prior written consent of client

III. *Procedure*

All transactions authorized by this Agreement shall be consummated by payment to or delivery by Client or Custodian. IA will have no custody, at any time, of client funds and/or securities; and all funds/securities will be delivered between Client and Custodian only. Instructions of IA to Client or the Custodian with respect to investments shall be made in writing or orally and confirmed in writing as soon as practicable thereafter. If the identity of the Client’s Custodian changes, the Client will provide IA with prompt, written notice of the change. Client hereby authorizes IA to receive from the Custodian a copy of any Custody Agreement in effect at any time with respect to the Account.

IV. ***Service to Other Clients***

It is understood that IA performs investment advisory services for various clients. Client agrees that IA 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 the IA'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 IA any obligation to acquire for the Account position in any security which IA, 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 IA it is not for any reason practical or desirable to acquire a position in such security for the Account. IA 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.

V. ***Client Accounts***

Client agrees to open an account with either Axos, Altruist or TradePMR (the "Custodian") for the execution of securities transactions and custodial services. IA may receive certain administrative benefits from the Custodian that enable IA to provide the Client with advisory services. Client understands that by instructing IA to execute all transactions on behalf of the Account through the Custodian, Client may not necessarily obtain commission rates and execution as favorable as those that would be obtained if IA was able to place transactions with other broker-dealers. Clients may also forego benefits that Advisor may be able to obtain for its other clients through, for example, the negotiation of volume discounts or block trades.

VI. ***Inside Information***

IA shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities, or to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. ***Proxies***

IA 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 except as may be directed by the Client and except as may be otherwise required by law.

VIII. ***Fees***

The compensation of IA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees. Client shall be given thirty (30) days' prior written notice of any increase in fees.

INVESTMENT SUPERVISORY SERVICES

Fees for these services will be based on the aggregate of Assets Under Management for a household as follows:

| ASSETS UNDER MANAGEMENT | ANNUAL FEE |
|---------------------------------|------------|
| \$0 - \$500,000.00 | 1.25% |
| \$500,000.01 - \$1,000,000.00 | 1.00% |
| \$1,000,000.01 - \$5,000,000.00 | 0.75% |
| \$5,000,000.01 - \$10,000,000 | 0.50% |
| \$10,000,000.01 and up | 0.35% |

These fees are negotiable, and the final fee schedule is attached as Exhibit II of the Investment Advisory Contract. At the time that the Client Agreement is signed each client chooses to have their fee billed on a quarterly or monthly basis. The fee is collected in advance, and clients may terminate their contracts with thirty-day's written notice.

Refunds are given on a prorated basis, based on the number of days remaining in a quarter at the point of termination. Clients may terminate their contracts without penalty, for a full refund, within 5 business days of signing the advisory contract. Advisory fees are withdrawn directly from the client's accounts with written authorization.

There is an account minimum, \$50,000.00, which may be waived by the investment adviser, based on the needs of the client and the complexity of the situation.

Because client fees will be withdrawn directly from client accounts, this advisor must:

- (A) Possess written authorization from the client to deduct advisory fees from an account held by a qualified custodian.
- (B) Send the qualified custodian written notice of the amount of the fee to be deducted from the client's account.
- (C) Send the client a written invoice itemizing the fee, including any formulae used to calculate the fee, the time period covered by the fee and the amount of assets under management on which the fee was based.

INVESTMENT ADVICE NOT INVOLVING SUPERVISION

Financial plans and financial planning may include, but are not limited to, life insurance; tax concerns; retirement planning; investment planning; college planning; and debit/credit planning. These services will be based on hourly fees.

Depending upon the complexity of the situation and the needs of the client, the hourly fee for these services is \$300.00 billed in fifteen-minute increments. The initial consultation is free. The fees are negotiable. Fees are paid in arrears upon completion. Fees that are charged in arrears are not eligible for refunds. Clients may terminate their accounts without penalty, for full refund, within 5 business days of signing the advisory contract.

IX. *Valuation*

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. Such securities which are not traded nor subject to last sale reporting shall be valued at the latest available bid price reflected by quotations furnished to IA by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by IA to reflect its fair market value.

X. *Representations by Client*

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to IA such evidence of such authority as IA may reasonably require, whether by way of a certified corporate resolution or otherwise; (c) that if the Client is subject to the requirements of the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), the Client has notified IA of such fact in writing, and the Client representatives who have executed this Agreement are "named fiduciaries" of the Client. Clients will indemnify IA from any liability or expense resulting from a breach of Client's representations or from actions of plan fiduciaries of any ERISA plan other than IA. IA is responsible only for the Account and not for the diversification or prudent investment of any outside assets of the Client.

XI. **Representations by IA**

By execution of this Agreement, IA represents and confirms that it is registered as an investment advisor pursuant to federal law.

XII. **Termination**

This Agreement shall continue in effect until terminated by either party by giving to the other 30 days written notice. No assignment of the Agreement by IA 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.

XIII. **Bond**

If a bond is required in connection with an Account, Client agrees to obtain and maintain for the period of this Agreement the bond in the amount specified by ERISA or other applicable law and agrees to include IA among those covered by such bond.

XIV. **Notices**

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to IA at: 310 S. Main Street, Zelenople, PA, 16063, to the attention of its CEO, and to Client at the address, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. **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 of PA except to the extent preempted by ERISA.

XVI. **Authority**

(Discretionary Investment Management)

When necessary, IA shall authorize the payment of transaction costs from the Client's account. No commissions will be paid to IA or any IA affiliate.

_____ Except as otherwise set forth in this Agreement, Client authorizes IA to investigate, purchase, and sell on behalf of Client, various securities and investments. IA is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

E-Delivery and E-Signature

Advisory client(s) agree to send/receive information regarding their finances and investments through electronic means (e.g., via email or secure online portals with email or text alerts) and will be able to submit any necessary documentation through electronic means (e.g., via DocuSign or other e-signature applications subject to the requirements of the E-Sign Act). _____ YES _____ NO

Receipt of Form ADV Part II

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

(Non-Discretionary Investment Management)

_____ IA is authorized to execute purchases and sales of securities only *after* consulting with Client regarding each transaction.

Nothing in this Agreement grants IA or any “person associated with” IA (as defined in Section 202(a) (17) of the Investment Advisors Act of 1940, as amended (the “Act”) the authority to take custody or possession of any of Client’s assets. For purposes of this Agreement “Account” shall be defined as follows: all accounts at any agreed Custodian for which Client has given IA a limited power of attorney.

XVII. *Assignment*

No assignment of the contract may be made by the investment adviser without the written consent of the client.

XVIII. *Confidential Relationship*

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

XIX. *Title of Assets*

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

XX. *Minimum*

There is an account minimum, \$50,000.00, which may be waived by the investment adviser, based on the needs of the client and the complexity of the situation.

XXI. *Penalty –free termination*

Investment advisers are free to provide a time longer than five business days for penalty-free termination by their clients. If the client chooses to terminate the contract within a five business day period, the adviser can only charge for fees incurred prior to the termination excluding administrative fees, account set-up fees, and minimum fees.

XXII. *Obligation*

Nothing in this section shall relieve an investment adviser from any obligation pursuant to any provision of the Investment Advisors Act of 1940 or the rules and regulations thereunder of other federal case law, interpretative opinions, and administrative actions by the SEC (as in existence on April 8, 1997) or state law to disclose any information to its clients no specifically required by this section.

XXIII. *Market Conditions*

Client acknowledges that IA’s past performance and advice regarding the client’s account cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** IA does not guarantee or warranty that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

I have chosen a fee-based platform over other methods of compensation for my account.

Receipt of Form ADV, Financial Advisory Agreement and Investment Policy Statement Acknowledgement and Acceptance:

AGREED AND ACCEPTED this _____ day of _____, 20____.

1. (signature) _____

(Please print name) _____

2. (signature) _____

(Please print name) _____

BY _____

(Please print name) _____

Exhibit II

Final Fee Schedule

| ASSETS UNDER MANAGEMENT | ANNUAL FEE |
|----------------------------------|------------|
| \$0 –\$500,000.00 | 1.25% |
| \$500,000.01 – \$1,000,000.00 | 1.00% |
| \$1,000,000.01 – \$5,000,000.00 | 0.75% |
| \$5,000,000.01 – \$10,000,000.00 | 0.50% |
| \$10,000,000.01 and up | 0.35% |

Tiered

Flat Fee

All fees will be based on our schedule using total assets under management unless agreed to as below.

Starting fee will be _____%

AGREED AND ACCEPTED this _____ day of _____, 20_____.

1. (signature) _____

(Please print name) _____

2. (signature) _____

(Please print name) _____

BY _____

(Please print name) _____

Fees are paid Quarterly, or Monthly in advance

Client Data

| | |
|--------------------------------|--------------------------------|
| Client Name: | Spouse: |
| Address: | Address: |
| | |
| Date of Birth: | Date of Birth: |
| SSN: | SSN: |
| Phone #s: | Phone #s: |
| Email: | Email: |
| DL #: State: | DL #: State: |
| Iss. Date: Exp. Date: | Iss. Date: Exp. Date: |
| Marital Status: | Marital Status: |
| Employer: | Employer: |
| Address: | Address: |
| | |
| Emp. Phone: | Emp. Phone: |
| Yrs. Employed: | Yrs. Employed: |
| Annual Income: | Annual Income: |
| Tax Bracket: Net Worth: | Tax Bracket: Net Worth: |
| Type(s) of Accts to establish: | Type(s) of Accts to establish: |

Suitability Information & Questionnaire

Time Horizon _____ 1-3 yrs _____ 3-5 yrs _____ 6-10 yrs _____ 10+

Investment Objective _____ Income _____ Growth _____ Income & Growth _____ Aggressive Growth

Risk Degree _____ Very Low _____ Low _____ Medium _____ High

Expected Average Return/Loss _____ 0-3% _____ 3-5% _____ 5-7% _____ 7-10% _____ 10%+

Do you understand it is possible to sustain a loss at times? YES NO

How important is protection of your principle on a 1-10 scale? _____
 (1 being very minimal protection and 10 being very high protection)

How important is the growth of your money on a 1-10 scale? _____
 (1 being very minimal protection and 10 being very high protection)

Do you need current income from your investment? YES NO

If YES, Amount/Month? \$ _____

Do you wish to defer all taxation on the income and/or growth of the account? YES NO

Are you younger than 59 ½ and rolling over an employer plan to an IRA? YES NO

If YES, will you need income before age 59 ½? YES NO

If YES, Amount/Month? \$ _____

TRUE/FALSE

_____ I/We will accept higher risk and volatility to obtain maximum growth of my money.

_____ I/We are willing to take a reasonable risk for a reasonable return and lower volatility.

_____ I/We prefer safety of principle and will accept a lower but steadier return.

_____ I/We will accept a higher risk on a portion of my portfolio to achieve better return.

_____ I/We will accept a reduced risk exposure during more volatile market periods.

_____ I/We feel my investment advisor should use his discretion in choosing my investments.

Assets

| | <u>Holdings</u> | <u>Value</u> |
|----------------------------------|-----------------|--------------|
| 1. Stocks | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| 2. Bonds | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| 3. Mutual Funds | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| 4. Savings & MM | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| 5. Investment Real Estate | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| 6. Retirement Accounts | | |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Assets with CAG

| <u>Acct #</u> | <u>Type</u> | <u>Value</u> |
|---------------|-------------|--------------|
| _____ | _____ | _____ |

I/We elect NOT to disclose our assets.

Signature

Date

Signature

Date

After consideration and discussion, this client is most suitable for the following investment model approach:

Core Investment Percentage

- | | |
|------------------------------|--|
| ___ 1 – Capital Preservation | ___ 2 – PC Growth & Income |
| ___ 3 – PC Aggressive Growth | ___ 31 – PC Conservative Income & Growth |

Satellite Exposure Percentage

- | | | |
|----------------------------------|--------------------------------|---|
| ___ 4 – Capital Grp Growth & Inc | ___ 5 – All-Weather Fund | ___ 6 – Tactical ETF Income Allocation |
| ___ 7 – CAG Tax Advantage | ___ 8 – Cash | ___ 9 – Value Line |
| ___ 10 – Open | ___ 11 – Tactical Growth ETF | ___ 12 – SAT #1 Trend Growth |
| ___ 13 – NVDA Plus | ___ 14 – Capital Group Growth | ___ 15 – Cyber Security SAT |
| ___ 16 – SAT – REIT | ___ 17 – Money Market 22 | ___ 18 – SAT #2 Low Volatility ETF |
| ___ 19 – SAT #3 Tech Growth | ___ 20 – SAT Aggressive Growth | ___ 27 – Risk Adverse |
| ___ 28 – 2024 ETF | ___ 29 – Open | ___ 30 – Select Portfolio Mix |

Other: _____
