

Chamberlain Financial Advisors, Inc. Client Engagement Agreement

Please review this Client Engagement Agreement (“Agreement”) carefully as it sets forth the understanding between you (the "Client") and Chamberlain Financial Advisors, Inc. regarding the services the Firm will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

Firm Services. The Firm will provide advisory services addressing the specific issue or issues you request in the appropriate Addendum. The Firm will provide you with an analysis and recommendations to guide you toward the achievement of your objectives. The Firm may limit its analysis to those areas indicated. The Client is hereby informed that information regarding specific issues not revealed to or analyzed by Firm may have a direct impact on the suitability or accuracy of specific recommendations given.

Client Information. The Client agrees to provide information regarding the Client's income, investments, other assets and interests, liabilities, income taxes, estate plan, and other pertinent information requested by the Firm. The Client also agrees to discuss the Client's needs and goals candidly with the Firm and to notify the Firm of changes in the Client's situation, needs and goals. The Client acknowledges that the Firm cannot adequately perform valid services for the Client based on incomplete or inaccurate information. The Client agrees to permit the Firm to consult with and obtain information about the Client from the Client's accountant and other advisors, and the Firm is authorized to rely on such information.

Fees. The Firm's financial planning services are assessed an hourly fee per the respective Addendum. Portfolio management services are assessed an annualized asset-based fee per the respective Addendum. The Firm believes its fees are reasonable in light of the type of services to be provided given the firm's expertise. The Firm's published fees are negotiable. Fees are to be paid as stated in the Addenda. At no time will cash, money order or similar forms of payment be accepted. The Firm reserves the right to suspend its services once an account is deemed past due.

Service Provider Fees. Any transactional (i.e., “brokerage”) or custodial fees assessed by the selected service providers and/or individual retirement account or qualified retirement plan account termination fees are borne by the Client and are as provided in the current, separate fee schedule of the selected service provider. Fees paid to the Firm for its services are separate from any charges the Client may pay for mutual funds, exchange-traded funds or other investments of this type. The Firm does not receive “trailer” or SEC Rule 12b-1 fees from any investment company. Fees charged by these issuers are detailed in prospectuses or product descriptions and Clients are encouraged to read these documents before investing.

Commissions. The Firm does not receive commission payments involving a securities recommendation.

Performance-Based Fees. The Firm shall not charge the Client a performance-based fee for its services.

Termination of Services. Either party may terminate the Agreement at any time, which will be in writing and sent by register or certified mail, electronic mail, or overnight delivery services. The Firm will inform the Custodian of Record that the relationship between the Firm and the Client has been terminated. If the Client did not receive the Firm's Form ADV Part 2 brochure at least 48 hours prior to entering into the Agreement, then the Client has the right to terminate the engagement without fee or penalty within five business days after entering into the Agreement. If the Client terminates a planning service after this five-business day rescission period, the Client is assessed fees at the Firm's stated hourly rate for time incurred in the preparation of their analysis or plan. If a portfolio management services Client terminates their agreement after the five-business day period, the Client will be assessed fees on a prorated basis for services incurred from either (i) as a new Client, the date of the engagement to the date of the Firm's receipt of the written notice of termination, or (ii) all other accounts, the last billing period to the date of the Firm's physical or constructive receipt of written termination notice. While the Firm does not require an advance fee, the Firm would return any prepaid, unearned fees within 30 days of termination notice. Return of prepaid fees will never involve a personal check, cash or money order from the Firm or from an associate of the Firm.

Conflict of Interests. The Firm will provide disclosure throughout the term of the engagement regarding any conflicts of interest which could be reasonably expected to impair the rendering of unbiased and objective advice. The Client acknowledges that the Firm performs services for various other clients. Nothing in this Agreement shall preclude or hinder the Firm from rendering investment advisory or similar services to other clients, from using the investment knowledge it acquires while performing services for the benefit of the Client from being used for the benefit of itself or others, or from allocating investment opportunities among its various accounts as it deems appropriate. The Firm's Form ADV Part 2A and the Form ADV Part 2B brochure supplement describes roles and capacities a Firm representative may serve and the conflicts of interest that exist. The Client has the right not to act upon the Firm's recommendations. If the Client elects to do so, the Client has the right to complete these services through the provider of the Client's choice.

Client Representations. The Client represents to the Firm the following and understands and agrees that the Firm is relying on these representations as an inducement to enter into this Agreement:

- The Client declares to be legally empowered to enter into or perform this agreement.
- Client agrees to provide the Firm with the necessary information to provide the agreed upon services.
- Client agrees and acknowledges that the responsibility for financial decisions is theirs and the Client is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by the Firm.
- If this Agreement is established by a legal entity, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such entity, and that the Agreement is valid by way of resolution or amendment made by the entity to that effect, and authorizing the appropriate officer or director to act on its behalf in connection with this Agreement.
- Client understands and agrees that the Firm performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees the Firm does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
- The Client agrees the Firm obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by the Firm is based on the professional judgment of the Firm and the information the Client provides to the Firm.
- The Client acknowledges and agrees that the Firm shall not be obligated to provide any services under this Agreement with or for the Client if, in the Firm's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by the Firm relating to business conduct with its Clients.
- Client acknowledges all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of their principal that has been invested. The Client understands that the Firm cannot guarantee their investment goals or planning objectives will be achieved. The Firm cannot guarantee results of any recommendation.
- If the account contains only a portion of the Client's total assets, the Firm shall not be responsible for the supervision of those Client assets not under management or otherwise covered by this Agreement.
- The Client understands and agrees that the Firm will not be liable for any loss incurred as a result of the services provided to the Client by the Custodian of Record under the Client's direction.

Confidentiality of Information. The Firm will regard any information provided by the Client as confidential and all recommendations and/or advice provided by the Firm shall be confidential, with disclosure only upon such terms and to such parties as designated by the parties as required by law. By executing this Agreement the Client acknowledges receipt of the Firm's Privacy Policy statement that has been incorporated into the Firm's Form ADV Part 2A.

Multiple Clients. In the event the Client is more than one individual, the Firm is authorized to accept the direction of either party and such direction will be binding on all parties. This authority does not extend to individual accounts (i.e., individual retirement accounts, etc.) unless the Firm receives the account holder's prior written approval.

Electronic Document Delivery. Whenever practical, documents and information will be electronically delivered to the Client. Such documents and information include, but are not limited to, service agreements, account information, forms, revised advisory firm disclosures and various types of general Client communications. Delivery mechanisms may include electronic mail (e-mail), firm web site, portal, and secure data transmission services. The sending of electronic messages and/or information shall constitute delivery of the information, regardless of whether the Client chooses to read it. The Client may opt-out of or revoke this consent to electronic delivery at any time by providing written notice to Firm at its main office. The Client agrees to keep a current, functional e-mail address and will update information with the Firm immediately if an e-mail address or any other contact information changes.

Proxy Voting. The Firm does not vote Client proxies, including accounts it serves on a discretionary basis. The Client shall be responsible for directing the manner in which proxies solicited by issuers of securities the Client beneficially owns shall be voted, and will make all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to Client assets.

Registration. The Firm is an investment adviser registered with the State of Georgia. The Firm may register, become licensed or meet exemption to registration and/or licensing in other jurisdictions in which it may conduct investment advisory business. Any reference to the Investment Advisers Act of 1940, as amended, in any Client document does not imply registration with the United States Securities and Exchange Commission (SEC).

Assignment. The Firm will not assign this Agreement to any other party without the Client's prior written consent.

E-Mail Address _____

I opt-out of consent to electronic delivery of documents: _____
Signature (If opting out of electronic delivery.)

NOTICES TO BE SENT TO -

To Client: _____
Street Address

City State Zip Code

To Firm: Chamberlain Financial Advisors, Inc.
124 Glenn Circle
Decatur, GA 30030

By: _____
Principal Date

Addendum – Portfolio Management Services

Term of Services: Engagements involving portfolio management services are considered ongoing and continuous during the span of the engagement until terminated by either Party under the terms of the Agreement.

Custodian of Record: _____

Investment Authority [Initial One]

_____ **Discretionary Authority:** *Discretionary authority* allows the Firm to implement investment decisions, such as the purchase or sale of a security, or the reinvestment/rebalancing on behalf of the Client's account, without requiring the Client's prior authorization for each transaction in order to meet stated account objectives. This authority shall be granted by the Client through the execution of this Addendum, as well as the Custodian of Record's limited power of attorney form or clause that may be part of or an addendum to the Custodian of Record account opening document. The Custodian of Record will specifically limit the Firm's authority within the Client's account to the placement of trade orders and the request for the deduction of advisory fees.

_____ **Nondiscretionary Authority:** The Client's account(s) is managed in a *nondiscretionary* basis requiring the Client's prior approval for each transaction with regard to the investment and reinvestment of Client account assets or for the Firm to give instructions to the Custodian of Record maintaining the Client account. The Custodian of Record will specifically limit the Firm's authority in the account to the placement of trade orders and the deduction of advisory fees per Client request. The Client acknowledges that in light of the requirement for his/her/its pre-approval, the Client must make themselves available and keep the Firm updated on the Client's contact information so that instructions can be efficiently effected.

The Client retains the right to amend account authority by providing the Firm revised written instructions. It remains the Client's responsibility to notify the Firm if there are changes in the Client's situation and/or investment objective.

Advisory Fees Assessed: Portfolios are assessed an annualized asset-based fee that is paid quarterly, in arrears, as stated in the table below. The fee schedule is based on a straight tier; all accounts are charged a single percentage rate that declines as asset levels increase. For the benefit of discounting the asset-based fee, the Firm will aggregate accounts for the same household. The fee is determined by the value of account assets calculated on each quarter-end by multiplying that quotient by the applicable number of basis points set forth in the fee table (one basis point equals 1/100 of one percent). The result is then divided by 4 to determine the quarterly fee.

Formula: ((quarter-end market value) x (applicable number of basis points)) ÷ 4

Assets Under Management	Annualized Asset-Based Fee
\$0 - \$2,000,000	1.00% (100 basis points)
\$2,000,001 - \$5,000,000	0.85% (85 basis points)
\$5,000,001 - Above	0.75% (75 basis points)

In the rare absence of a reportable market value, the Firm may seek a third-party opinion from a recognized industry source (e.g., unaffiliated public accounting firm), and the Client may choose to separately seek such an opinion at their own expense as to the valuation of "hard-to-price" securities if they believe it to be necessary.

The first billing cycle will begin once the Agreement and this Addendum is executed and assets have settled into the separate account held by the Custodian of Record under the Client's name. Fees for partial quarters are prorated. The Firm will concurrently send the Client and the Custodian of Record an invoice each billing period that describes the advisory fees to be deducted from the Client account(s) at the Firm's request. The invoice will include the total fee assessed, covered time period, calculation formula utilized, and reference to the assets under management in which the fee had been based.

The applicable fees referenced in this Addendum are for advisory services of the Firm and do not include transactional or brokerage fees the Client may be assessed and as disclosed in the Custodian of Record fee schedule. The Client authorizes the Firm through the execution of the Agreement and this Addendum, as well as account opening documents of the Custodian, to deduct the Firm's advisory fee from the Client's account(s), where applicable. All fees will be noted on Client statements that will be provided by the Custodian of Record. The withdrawal of fees will be accomplished by the Custodian of Record per the request of the Firm (not by the Firm), and the Custodian will remit the Firm's advisory fees directly to the Firm. The Client is encouraged to verify the accuracy of fee calculations; the Custodian does not verify the accuracy of advisory fee assessments for the Client.

Addendum – Permission to Share Information

I hereby authorize Chamberlain Financial Advisors, Inc. to share my/our financial information with [strike out those not approved] my spouse/domestic partner, accountants, attorneys, insurance agents, and/or (state legal name) _____ as necessary to provide advice or service. I understand that this authorization shall remain in effect unless and until I choose to revoke it in writing, which I may do at any time. ***I further understand that this does not constitute a power of attorney over my account(s).***

I do not grant the Firm to specifically communicate with: _____

Client Signature

Spouse/Partner/Joint Account Signature

Printed Name

Printed Name

Date

Date