

# **DOGPATCH CAPITAL**

**WEALTH & INVESTMENT MANAGEMENT**

# INVESTMENT ADVISORY AGREEMENT

**Dogpatch Capital LLC (“Advisor”), an investment Advisor domiciled in the State of California, agrees to act as an investment Advisor and manage investments for \_\_\_\_\_ (“Client”) on the following terms:**

## 1. Appointment of Advisor

Client appoints Advisor to manage Client’s investment assets (“Assets”) as described in Schedule I, and agrees to open account(s) with our custodian for this purpose. This Agreement shall become effective when signed by both Advisor and Client, and when Client’s Assets have been deposited with, or transferred to, custodian.

## 2. Advisor’s Services

Advisor will make recommendations to buy, sell or hold securities, cash or other investments for Client’s account in accordance with the investment objective indicated on Schedule I. Investment transactions will be made on a non-discretionary basis. Advisor must secure client permission prior to effecting securities transactions for the Client in the Client’s broker-dealer account(s). Recommendations may include and are not limited to equities, mutual funds, exchange-traded funds, exchange-traded notes, private partnerships, options, bonds, and cash-equivalents. Client gives Advisor full power and authority to carry out these decisions by giving instructions, on behalf of Client, to brokers and dealers and the Custodian for Client’s account(s). Client also authorizes Advisor to provide a copy of this agreement to any broker or dealer with or through which transactions for Client’s assets are to be effected as evidence of Advisor’s authority under this Agreement. Client’s investment objectives and any special instructions or limits that Client wishes Advisor to follow in making recommendations on Client’s account(s) are written on Schedule I. Client will inform Advisor in writing if Client wishes to change instructions to Advisor. Client will also inform Advisor if Client’s financial circumstances or investment objectives change in a way that should cause Advisor to change how Advisor is making recommendations on Client’s account(s). Changes to the investment objectives or to any instructions, detailing the changes that Client and Advisor have agreed to in writing, will be considered amendments or supplements to Schedule I.

### 3. Transactions in Client's Account(s)

If Advisor makes recommendations to purchase or sell the same securities for Client and for other clients at about the same time, Advisor may combine Client's order with orders of other clients to allow Advisor to negotiate better prices or lower commission rates and other transaction charges than Advisor could get for Client's order alone. Advisor will allocate securities so purchased or sold, as well as the expenses incurred in the transaction, in the manner that Advisor considers to be equitable and consistent with Advisor's fiduciary obligations to Client and Advisor's other clients.

### 4. Custody of Client's Assets

Client's assets will be held by the independent Custodian specified in this Agreement, and Advisor will not have custody of any of Client's Assets. Client may at any time increase or decrease Client's managed Assets. Client's account(s) will, at all times, be held solely in Client's name and will require Client's authorization for withdrawal.

Client will pay the fees of the Custodian and expenses related to the account(s) including, but not limited to, any costs of safekeeping, brokerage and other execution costs, custody fees and margin costs, if any. Client gives Advisor authority to instruct the Custodian, on Client's behalf, to purchase, sell, redeem or exchange any security, cash or other investments for Client's account(s). Client will instruct the Custodian to send Client quarterly, or if available, monthly statements showing the assets in and all transactions for Client's account(s) during the period corresponding to the statement, and to provide Advisor with copies of those statements and confirmations of any transactions effected in Client's account(s).

### 5. Client May Cancel This Agreement At Any Time

Either party has the right to cancel this agreement at any time by notifying the other in writing; such termination to be effective immediately upon receipt of such notice. If Client terminates the agreement within five business days of signing this agreement, Client is entitled to a waiver of any pro-rated fees that is due to Advisor. There is no penalty or termination fee for canceling this agreement at any time. Advisor's authority under this agreement will remain in effect until Client changes or cancels it in writing. Cancellation of this agreement will not affect (a) the validity of any action previously taken by Advisor under this agreement, (b) liabilities or obligations of Client or Advisor from transactions initiated before termination of this agreement, or (c) Client's obligation to pay Advisor's advisory fees (pro rated through the date of cancellation). On the cancellation of this agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in Client's account(s).

## 6. Reports Advisor Will Provide to Client

Advisor will provide Client with reports at least quarterly. Reports may be conveyed in either written or oral form and will discuss the performance of Client's account(s). Client will receive statements from Client's broker/dealers and custodians as appropriate.

## 7. Advisor's Fees

Advisor's annual fee will be a percentage of the market value of the Assets in accordance with the percentages specified on Schedule II. One quarter of the annual fee percentage will be charged quarterly in arrears based on the average daily balance of the account. The fee for the initial quarter will be calculated on a pro rata basis commencing on the day the Assets are initially designated to Advisor for management under this Agreement.

For its investment management services, the Advisor charges a minimum annual management fee of \$1,000 on separately managed accounts. Under certain circumstances, and in its sole discretion, Advisor may negotiate an alternative minimum annual management fee based upon the nature of the account and such factors, among others as: historical relationship with the client, number of related accounts, account composition, anticipated future earning capacity, and anticipated future additional assets.

No portion of the fee shall be based on capital gains or capital appreciation of the Assets except as provided herein and provided for under the California Code of Regulations Section 260.234. Advisor may modify fees to Client upon 30-day written notice. Client agrees to authorize Custodian to pay Advisor fees from Client's account, unless Client wishes to pay Advisor fees from a different source. Although Advisor believes its fees are reasonable in relation to the services provided, lower fees for comparable services may be available from other investment advisors.

## 8. Confidentiality

Except as agreed to by Client or as is required to be disclosed by law, Advisor will keep confidential all information concerning Client's identity, financial affairs or investments.

## 9. Advisor's Other Services

Client acknowledges that Advisor has and will have other Asset Management clients, that Advisor is advising Client on a non-exclusive basis, and that Advisor's fees and method of calculating fees may vary from client to client. Advisor manages investments for other clients and may give them advice or take actions for them, for Advisor's own accounts or for accounts of persons related to Advisor that is different from the advice Advisor

provides Client or actions Advisor takes for Client. Advisor is not obligated to buy, sell or recommend for Client any security or other investment that Advisor may buy, sell or recommend for any other clients or for Advisor's own accounts. Conflicts may arise in the allocation of securities among accounts that Advisor advises. Advisor will seek to allocate securities for Client's account(s) and other accounts advised by Advisor equitably and consistent with the best interests of all accounts involved. There can, however, be no assurance that a particular security will be allocated in any particular manner. If Advisor obtains material, non-public information about a security or its issuer that Advisor may not lawfully use or disclose, Advisor will have no obligation to disclose the information to Client or use it for Client's benefit.

## 10. Risk

Advisor cannot guarantee the future performance of Client's account(s), promise any specific level of performance or promise that Advisor's investment decisions, strategies or overall management of Client's account(s) will be successful. The investment recommendations Advisor will make for Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In managing Client's account(s), Advisor will not consider any other securities, cash or other investments Client owns unless Client has told Advisor to do so in Client's written instructions to Advisor on Schedule I. Except as may otherwise be provided by law, Advisor will not be liable to Client for any loss (i) that Client may suffer as a result of Advisor's good faith recommendations or actions where Advisor exercises the degree of care, skill, prudence and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use in the conduct of an enterprise of a like character and with like aims; (ii) caused by following Client's instructions; or (iii) caused by the Custodian, any broker or dealer to which Advisor directs transactions for Client's account(s) or by any other third person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this agreement does not waive or limit Client's rights under those laws.

## 11. Self-Directed Assets

Client may desire to place or keep certain assets within Client's account(s) that are selected by Client and are not the subject of investment advice by Advisor. These are "self-directed" assets. Advisor will have no responsibility to manage any self-directed assets in Client's account(s), and Advisor will have no liability to Client for any loss relating to the "self-directed" assets.

## 12. Legal Actions

Advisor will neither advise Client nor act for Client in any legal proceedings, including bankruptcies or class actions, involving securities held for Client's account(s) or the issuers of those securities.

### 13. Client's Authority to Hire Advisor

By signing this agreement, Client represents to Advisor that Client has the legal authority and capacity to hire Advisor to manage the assets in Client's account(s). If this agreement is established by the undersigned in a fiduciary capacity, the undersigned hereby certifies that he/she is legally empowered to enter into or perform this agreement in such a capacity. If the account(s) is governed by ERISA, its named fiduciary hereby appoints Advisor as an investment Advisor or fiduciary to the Plan. The undersigned represents that Advisor has been furnished true and complete copies of all documents establishing and governing the plan and evidencing undersigned's authority to retain Advisor. The undersigned will furnish promptly to Advisor any amendment to the Plan, and agrees that, if any amendment affects Advisor's rights or obligations, the amendment will be binding on Advisor only when agreed to by Advisor in writing. If Client's account(s) contains only a part of the assets of the Plan, Client understands that Advisor will have no responsibility for the diversification of all of the Plan's investments and that Advisor will have no duty, responsibility or liability for Client's assets that are not in the account(s). If ERISA, or other applicable law, requires bonding with respect to the assets in Client's account(s), and if Advisor so requests in writing, Client will obtain and maintain at Client's expense, bonding that satisfies this requirement and covers Advisor and Advisor's affiliated persons.

The undersigned agrees to deliver to Advisor all account(s) forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The undersigned also agrees to deliver such organizational documents and other documents, including the written statement of the Client's investment objectives, policies and restrictions as Advisor shall reasonably require. The undersigned further agrees to promptly deliver all amendments or supplements to the foregoing documents, and agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder.

### 14. Death And Disability

Client's death, disability or incompetency will not automatically terminate or change the terms of this agreement. However, Client's personal representative, guardian, attorney-in-fact or other authorized representative may cancel this agreement by giving written notice to Advisor.

### 15. Non-Assignability

This agreement may not be assigned by Advisor without Client's written consent.

## 16. Governing Law

The agreement will be governed by the laws of the state of California. However, nothing in this agreement will be construed contrary to the Advisor's Act or any rule or order of the Securities and Exchange Commission under the Act.

## 17. Disputes

Any controversy or claim including, but not limited to, errors and omissions arising out of or relating to this Agreement or the breach thereof that cannot be settled by Advisor and Client shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then applying. Each of the parties to this agreement agrees to bear the expenses of the arbitration proceedings equally. Any arbitration the award of the arbitrators or the majority of them shall be final and binding, and not subject to review or appeal. Judgment upon any arbitration award rendered may be entered in any court having appropriate jurisdiction. This clause does not constitute a waiver of any right provided by the laws of the State of California, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

## 18. Notices

All notices and reports required or permitted to be sent under this agreement shall be sent, if to Advisor or if to Client, at the address shown at the end of this agreement or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered in person, by U.S. mail, overnight courier or e-mail. Any notice shall be deemed to be given only upon actual receipt.

## 19. Miscellaneous

If any provision of this agreement is or becomes inconsistent with any applicable law or rule, the provision will be deemed rescinded or modified to comply with such law or rule. In all other respects this agreement will continue in full force and effect. Failure to insist on strict compliance with this agreement or with any of its terms or any continued conduct will not be considered a waiver by either Client or Advisor of Advisor's rights under the agreement. This agreement contains the entire understanding between Client and Advisor.

## 20. Amendments, Waivers, and Changes

Advisor has the right to amend this agreement by modifying or rescinding any of its provisions or by adding new provisions. Any amendment by Advisor of this agreement will be effective 30 days after Advisor has notified

Client in writing of the change, or at a later date established by Advisor. No term of this agreement may be waived or changed unless agreed to in writing by both Client and Advisor, or via a negative consent by Client upon Advisor's notification.

## 21. Other Warrants and Representations

Client warrants and represents to Advisor that: (a) Client will inform Advisor of any corporate affiliations or other matters that may cause securities purchased or sold in the account to be deemed "restricted" securities under applicable federal or state securities laws (b) Client is not an Insider (as that term is defined under federal securities laws) in any entity and will notify Advisor immediately if Client becomes an Insider, or (c) Client has informed us of all entities in which Client is an Insider.

## 22. Disclosure

By signing this agreement, Client acknowledges receipt of Advisor's Privacy Policy and Parts 2A and 2B of Form ADV, Advisor's Brochure.

There is no penalty or termination fee for canceling this agreement at any time.

By Advisor's and Client's signatures, Advisor and Client agree to the terms of this agreement.

### PROPOSAL AND TERMS OF SERVICES ACCEPTED BY CLIENT

.....  
Client (s) Signature

.....  
Print Name/Title

.....  
Date

### PROPOSAL AND TERMS OF SERVICES ACCEPTED BY COMPANY

.....  
Company Advisor Signature

**Adam J. Gould**  
.....

Print Name/Title

.....  
Date

### PERSONAL INFORMATION

.....  
Client Name

.....  
E-mail Address

.....  
Client Name

.....  
Phone

.....  
Title/Company

.....  
Social Security Number

.....  
Address

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Date of Birth

.....  
City/State/Zip

**Schedule I: Investment Objectives / Parameters / Restrictions**

Risk Profile:  Strategy Preferences:  Personal Holdings:  Special Instructions, Exceptions, Restrictions:	
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**Schedule II: Fee Schedule**

Value of Account	Annual Fee %
On the market value of Account up to \$1,000,000	1.00% plus
On the market value of Account above \$1,000,000 to \$3,000,000	0.85% plus
On the market value of Account above \$3,000,000 to \$5,000,000	0.75% plus
On the market value of Account above \$5,000,000 to \$10,000,000	0.65% plus
On the market value of Account above \$10,000,000 to \$20,000,000	0.50% plus
On the market value of Account above \$20,000,000	negotiable