



RIDGEWAY CONGER ADVISORY SERVICES, INC.  
2123 MAIN ST. NEW WOODSTOCK NY 13122

**THIRD PARTY INVESTMENT MANAGEMENT AGREEMENT**

This agreement is entered into among Ridgeway Conger Advisory Services, Inc. ("Adviser"), a registered investment adviser and \_\_\_\_\_ ("Client"). The Investment Adviser Representative ("IAR") servicing the account is \_\_\_\_\_.

By this agreement, Client retains Adviser and IAR to provide services as follows:

1. **Selection and Monitoring of Third-Party Money Managers** Adviser offers management services to our clients through our Selection and Monitoring of Third-Party Money Managers programs (hereinafter, "Programs"). The Manager(s) being utilized are listed on Schedule B.

Our firm provides the client with an asset allocation strategy developed through personal discussions in which goals and objectives based on the client's particular circumstances are established. This information is documented on various forms used by the IAR and/or Money Manager.

Based on the client's individual circumstances and needs we will then perform management searches of various unaffiliated registered investment advisers to identify which registered investment adviser's portfolio management style is appropriate for that client. Factors considered in making this determination include account size, risk tolerance, the opinion of each client and the investment philosophy of the selected registered investment adviser. Clients should refer to the selected registered investment adviser's Firm Brochure or other disclosure document for a full description of the services offered. We are available to meet with clients on a regular basis, or as determined by the client, to review the account.

Once we determine the most suitable investment adviser(s) for the client, we provide the selected adviser(s) with the client's information. The adviser(s) then creates and manages the client's portfolio based on the client's individual needs.

We monitor the performance of the selected registered investment adviser(s). If we determine that a particular selected registered investment adviser(s) is not providing sufficient management services to the client, or is not managing the client's portfolio in a manner consistent with the client's stated objectives, we may suggest that the client contract with a different registered investment adviser and/or program sponsor. Under this scenario, our firm assists the client in selecting a new registered investment adviser and/or program. However, any move to a new registered investment adviser and/or program is solely at the discretion of the client.

2. **Wrap Fee Program Option.** As part of its affiliation with RCI, Adviser offers a program whereby client can choose a fee structure that will cover all advisory services and execution costs for trading in the Account, in accordance with Schedule A appearing on the last page of this Agreement. The fee described in Schedule A includes all execution charges except certain odd-lot differentials, transfer taxes, exchange fees mandated by the Securities Exchange Act of 1934 and any other charges imposed by law. The Custodian may assess

additional charges and fees including, but not limited to, annual account fees, paper statements, transfer costs, IRA fees and wire transfers. The decision whether to participate in the Wrap Fee program shall be made after discussion between Client and IAR and should consider, among other factors, the amount of assets being managed, the investment strategy being proposed, and the anticipated type and frequency of trading. The program may cost the client more or less than paying for investment management and trade execution services separately.

3. **Custodial Arrangements.** Custody of Account assets will be maintained with the independent qualified custodian selected by Client and named on Schedule A ("Custodian"). Adviser will not have custody of any assets in the Account. Client will be solely responsible for paying all fees or charges of the Custodian. Client authorizes and directs Adviser to instruct Custodian on Client's behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Adviser copies of all periodic statements and other reports for the Account that Custodian sends to Client.
4. **Advisory Fees.** The Account will be charged a quarterly investment management fee as set forth in Schedule A to this agreement. Such fee is determined based on the nature of the investment management services being offered and the complexity of each client's situation and in no instance will exceed 2.5% per year of assets under management. The fee listed on Schedule A is inclusive of the fee assessed by the third-party manager.

Client authorizes the Custodian to deduct from Client's Account and pay to Adviser on the submission of a bill the management fee for each calendar year quarter. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will send Client a quarterly statement showing all amounts paid from the Account, including all management fees paid by Custodian to Adviser.

5. **Confidentiality.** Except as otherwise agreed in writing or as required by law, Adviser will keep confidential all information concerning Client's identity, financial affairs, or investments.
6. **Assignment/Termination.** This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering services hereunder. Client may terminate this Agreement without penalty within five (5) business days of its signing. Termination of the Agreement will not affect the liabilities or obligations of the parties arising from transactions initiated prior to termination, including the provision regarding arbitration, which shall survive any expiration or termination of this Agreement. Policies regarding refund of any pre-paid management fees are outlined in the manager's advisory agreement.
7. **Client Authority.** If Client is a corporation, partnership or limited liability company, the person signing this Agreement for the Client represents that he or she has been authorized to do so by appropriate action. If this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.

8. **Death or Disability.** If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Adviser.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of **New York** without giving effect to any conflict or choice of law provisions of that State, provided that nothing in this Agreement will be construed in any manner inconsistent with the Advisers Act, any rule or order of the Securities and Exchange Commission under the Advisers Act and, if applicable to the Account, ERISA and any rule or order of the Department of Labor under ERISA.
10. **Notices.** Any notice, advice or report to be given to Adviser under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Adviser at the following

**2123 Main St.  
New Woodstock NY 13122**

or at such other address as Adviser may designate in writing. Any notice, advice or report given to Client under this Agreement will be delivered in person, by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail) to Client at the address set forth in this agreement or at such other address as Client may designate in writing.

11. **Miscellaneous.** If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect. No term or provision of this Agreement may be waived or changed except in writing signed by the party against whom such waiver or change is sought to be enforced. Adviser's failure to insist at any time on strict compliance with this Agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by Adviser of any of its rights or privileges. This Agreement contains the entire understanding between Client and Adviser concerning the subject matter of this Agreement.
12. **Disclosure.** The Client acknowledges receipt of Adviser's Form ADV Part II, Schedule F or H, client brochure or similarly named disclosure document as well as a copy of the Adviser's Privacy Policy. The Client has the right to terminate this agreement without penalty within five business days after entering into the agreement.

### **13. Arbitration Provision.**

- Arbitration is final and binding on all parties.**
- The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.**
- Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

Any controversy or dispute which may arise between the Client and Adviser concerning any transaction or the construction, performance, or breach of this agreement shall be settled by arbitration. Any arbitration shall be conducted before an arbitration panel convened by the New York Stock Exchange, Inc. or the Financial Industry Regulatory Authority., as the Client may select. The Client also may select any other arbitration forum upon which Adviser is legally required to arbitrate the controversy with the Client, including, where applicable, the Municipal Securities Rulemaking Board. Such arbitration shall be governed by the rules of the organization convening the panel. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction.

The agreement to arbitrate does not entitle the Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and the Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

**NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE WHICH IS LOCATED ON PAGE 4 AT PARAGRAPH 13.**

Client and Adviser have executed this Investment Management Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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Signature of Investment Adviser Representative

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Print Name

Title: \_\_\_\_\_

Firm/DBA: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**Client:**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature(s): \_\_\_\_\_

\_\_\_\_\_

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Home office review and acceptance:

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

# SCHEDULE A

**Client:** \_\_\_\_\_

**1. Account Assets.** The assets that you wish Adviser to manage at this time are included under the following account(s):

Registration	Account Number (if known)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**2. Custody of Account Assets.** The assets to be managed under this agreement will be held by the following qualified custodian (check one):

- Legent Clearing
- FOLIO Institutional
- Other \_\_\_\_\_

Client is responsible for payment of any custodial fees.

**3. Advisory Fees (inclusive of Third-Party Manager fees).** Total fees for services provided will be as follows (check one):

- \_\_\_\_\_ % of total assets under management. Client is responsible for payment of any trade execution costs.
- \_\_\_\_\_ % of total assets under management inclusive of any trade execution costs as outlined in Section 5 (Wrap Fee program option).
- Other \_\_\_\_\_

## 4. Signatures

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

\_\_\_\_\_  
Investment Adviser Representative

\_\_\_\_\_  
Date

**SCHEDULE B**

**Client:** \_\_\_\_\_

**Third Party Money Manager Information**

<b>Name</b>	<b>Address</b>	<b>Phone</b>
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach a copy of the executed Third-Party Money Manager agreement(s) after this schedule.)

**Signatures**

\_\_\_\_\_

Client

\_\_\_\_\_

Date

\_\_\_\_\_

Investment Adviser Representative

\_\_\_\_\_

Date