

# QUAD-CITIES INVESTMENT GROUP, LLC

## COMPREHENSIVE PORTFOLIO MANAGEMENT AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between the undersigned party (hereinafter referred to as the “**Client** or “**You**”) and Quad Cities Investment Group, LLC, a Registered Investment Adviser, whose mailing address is 5177 Utica Ridge Rd, Davenport, IA 52807 (hereinafter referred to as the “**adviser**”, “**us**”, “**we**”, or “**our firm**”).

### 1. Scope of Engagement.

- (a) Our Comprehensive Portfolio Management service encompasses asset management, asset advisement, and providing financial planning/financial consulting to clients. It is designed to assist clients in meeting their financial goals through the use of financial investments. We conduct at least one, but sometimes more than one meeting (in person if possible, otherwise via telephone conference) with clients in order to understand their current financial situation, existing resources, financial goals, and tolerance for risk. Based on what we learn, we propose a savings and investment strategy to the client. We may propose an investment portfolio, consisting of exchange traded funds, mutual funds, individual stocks or bonds, or other securities. Upon the client’s agreement to the proposed investment plan, we work with the client to establish or transfer investment accounts so that we can manage the client’s portfolio. Once the relevant accounts are under our management or advisement, we review such accounts on a regular basis and at least semi-annually. We may periodically rebalance or adjust client accounts under our management. If the client experiences any significant changes to his/her financial or personal circumstances, the client must notify us so that we can consider such information in managing the client’s investments.
- (b) We shall be responsible for the discretionary investment and reinvestment of Client assets unless discretion is revoked by you in Schedule A of this Agreement. Our firm will be authorized, without prior consultation with you, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same.
- (c) We review accounts at least semi-annually for our clients subscribing to our Comprehensive Portfolio Management service. The nature of these reviews is to learn whether the client’s accounts are in line with their investment objectives, appropriately positioned based on market conditions, and investment policies, if applicable. Only our Financial Advisors or Portfolio Managers will conduct reviews. We may review client accounts more frequently than described above. Among the factors which may trigger an off-cycle review are major market or economic events, the client’s life events, requests by the client, etc.
- (d) We do not provide written reports to clients, unless asked to do so. We meet with clients at least annually unless Client is unavailable, in which case the management team conducts a strategic analysis and makes every effort to report verbally or via email to Client.
- (e) Adviser’s Fee – We believe that our annual fee is reasonable in relation to (1) the advisory services provided under this Agreement; and (2) the fees charged by other investment advisers offering similar services/programs.

- (f) The authority granted by you to our firm herein shall continue in force until revoked by you in writing. Such revocation shall be effective upon receipt by us.
- (g) You agree to provide information and/or documentation requested by our firm in furtherance of this Agreement, as pertains to your income, investments, taxes, insurance, estate plan, etc. You also agree to discuss with our firm your investment objectives, needs and goals, and to keep us informed of any changes regarding the aforementioned items. You acknowledge that we cannot adequately perform our services for you unless you diligently perform your responsibilities under this Agreement. Our firm shall not be required to verify any information obtained from you, your attorney, accountant or other professionals, and is expressly authorized to rely thereon.

## 2. Adviser Compensation.

On an annualized basis, our firm's fees for asset management services are as follows:

<b>Assets Under Management</b>	<b>Annual % of Assets Charge</b>
<b>\$0 to \$499,999.99</b>	1.50%
<b>\$500,000 to \$999,999.99</b>	1.25%
<b>\$1,000,000 to \$4,999,999.99</b>	1.00%
<b>Over \$5,000,000</b>	0.75%

For advisement on non-managed accounts, the annual fee charged is 0.35% which is generally automatically deducted from an account authorized by you. As part of this process, you understand and acknowledge the following:

- a) Your independent custodian sends statements at least quarterly to you showing the market values for each security and all disbursements from your account, including the amount of the advisory fees paid to us, unless paid through AdvicePay;
- b) You will provide us with duplicate monthly or quarterly statements for all accounts under advisement for the duration of the service provided hereunder;
- c) You provide authorization permitting us to be directly paid by these terms. We send our invoice directly to the custodian if the Client does not set up an account through AdvicePay; and
- d) If we send a copy of our invoice to you, it will include a legend urging you to compare information provided with that from the qualified custodian.

Our firm's fees are billed on a pro-rata annualized basis monthly or quarterly in arrears based on the value of your account on the last day of the month or quarter.

Fees are generally negotiable.

There is a minimum annual fee of \$1,200.

### **Additional Disclosure Regarding Fees and Accounts**

Our firm shall never have custody outside of authorized fee withdrawal of any client funds or securities, as the services of a qualified and independent custodian will be used.

The fees charged are calculated as described above, and are not charged on the basis of a share of capital gains upon, or capital appreciation of, the funds, or any portion of the funds of an advisory client (15 U.S.C. §80b-5(a)(1)).

We generally invest client's cash balances in money market funds, FDIC Insured Certificates of Deposit, high-grade commercial paper and/or government backed debt instruments. Ultimately, we try to achieve the highest return on our client's cash balances through relatively low-risk and conservative investments. In most cases, at least a partial cash balance will be maintained in a money market account so that our firm may debit advisory fees for our services related to our Comprehensive Portfolio Management service.

### **3. Broker-Dealer/Custodian & Execution of Transactions.**

Client assets are not held by Quad Cities Investment Group (QCIG). Assets shall be held by a qualified custodian. QCIG is authorized to give instructions to the qualified custodian with respect to all investment decisions regarding the assets. Client authorizes and directs the qualified custodian to effect transactions, deliver securities, make payments and otherwise take such actions as QCIG shall direct in connection with QCIG's management of the assets outlined in Section 1.

Client acknowledges and agrees that in order to discharge the responsibilities outlined in Section 1 of this Agreement, all securities transactions must be effected through a qualified custodian. QCIG must arrange to execute securities transactions for the assets through a qualified custodian that will reasonably provide "best execution". In seeking best execution, the determining factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution for the Client. QCIG takes into consideration the full range of an independent custodian's services, including the value of research provided, execution capability, transaction costs, commission rates, other applicable fees and responsiveness. QCIG will seek to provide the Client with access to competitive commission rates, but may not necessarily obtain the lowest possible commission rates for applicable transactions. It is important to note that QCIG does not have discretion to negotiate commission rates with a qualified custodian.

QCIG generally processes transactions for each Client account independently, unless QCIG decides to purchase or sell the same securities for several Clients at approximately the same time. QCIG may (but is not obligated to) combine or "batch" orders for a variety of factors, including but not limited to, obtaining best execution for all parties. Under this procedure, the transaction price will be averaged and securities will be allocated among QCIG's Clients in proportion to the purchase and sale orders placed for each Client account on any given day.

Client will incur transaction charges for trades executed by their qualified custodian. These transaction fees are separate from QCIG's advisory fees and will be disclosed to the Client by the qualified custodian. Client may also pay holdings charges imposed by the qualified custodian for certain investments, charged directly by a mutual fund, index fund, or exchange traded fund, which

shall be disclosed in the fund's prospectus (i.e., fund management fees, initial or deferred sales charges, mutual fund sales loads, 12b-1 fees, surrender charges, variable annuity fees, IRA and qualified retirement plan fees, and other fund expenses), mark-ups and mark-downs, spreads paid to market makers, fees for trades executed away from Client's qualified custodian. These fees charged to the Client by a qualified custodian for securities transactions *ARE NOT INCLUDED* within QCIG's compensation outlined in Section 2 of this Agreement. QCIG does not receive any portion of the fees charged by the qualified custodian.

#### **4. Directions to the Adviser.**

Each client has the opportunity to place reasonable restrictions on the types of investments to be held in the portfolio. Restrictions on investments in certain securities or types of securities may not be possible due to the level of difficulty this would entail in managing the account. Restrictions would be limited to our Comprehensive Portfolio Management services.

Except for decisions regarding the purchase and/or sale of specific investments, all directions by you to our firm (i.e. notices, instructions, including directions relating to changes in the Client's investment objectives) shall be in writing and shall be effective upon receipt by our firm. We shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein.

#### **5. Adviser Liability.**

Except as otherwise provided by federal or state securities laws, our firm, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the assets. We shall not be liable for any act or failure to act by the custodian, any broker dealer to which we direct transactions for the account or by any other non-party.

#### **6. Proxies.**

The adviser will not vote proxies for securities held in client accounts. The client clearly keeps the authority and responsibility for the voting of these proxies. For accounts subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), the plan fiduciary specifically keeps the authority and responsibility for the voting of any proxies for securities held in plan accounts. Clients will receive proxies or other solicitations directly from their custodian or a transfer agent. Clients may call, write or email us to discuss questions they may have about particular proxy vote or other solicitation.

#### **7. Termination.**

Either party may terminate the agreement at any time. If you wish to terminate our services, you need to contact us in writing and state that you wish to cancel this Agreement. Upon receipt of your letter of termination, we will proceed to close out your account and charge you a pro-rata advisory fee(s) for services rendered up to the point of termination.

**8. Assignment.**

This Agreement may not be assigned (within the meaning of the Advisers Act) by either you or our firm without the prior consent of the other party. You acknowledge and agree that transactions that do not result in a change of actual control or management of us shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

**9. Non-Exclusive Management.**

Our firm, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as we do for the assets. You expressly acknowledge and understand that we shall be free to render investment advice to others and that we do not make our investment management services available exclusively to you. Nothing in this agreement shall put us under any obligation to purchase or sell, or to recommend for purchase or sale for the account, any securities which we, our employees, affiliates, representatives, or agents, may purchase or sell for our own account or for the account of any other client, unless in our determination, such investment would be in the best interest of the client.

**10. Death or Disability.**

The death or incapacity of the Client shall not terminate the authority of our firm granted herein until we shall receive actual notice of such death or incapacity. Upon such notice, your executor, guardian, attorney-in-fact or other authorized representative must engage our firm in order for us to continue to service your account(s). Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to the adviser.

**11. Arbitration.**

This agreement contains a provision, which requires that all claims arising out of transactions or activities affecting the provision of services by our firm to the Client (collectively referred to as "the parties") be resolved through arbitration in Scott County, Iowa. The parties acknowledge, understand and agree that:

- (i) Arbitration is final and binding on the parties.
- (ii) The parties are waiving their right to seek remedies in court, including the right to jury trial.
- (iii) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (iv) The Arbitration Award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of a ruling by the arbitrators is strictly limited.
- (v) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

To the extent permitted by law, all controversies which may arise between the parties or any of their affiliated companies concerning any transaction arising out of or relating to this agreement, or the construction, performance, or breach of this or any other agreement between us whether entered

into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Rules of the American Arbitration Association.

Arbitration must be commenced by service upon the other party, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. Any arbitration proceeding pursuant to this Agreement shall be determined pursuant to the laws of the State of Iowa. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

The parties hereby submit to the in personam jurisdiction of the courts of the State of Iowa and the local courts located therein (and expressly waive any defense to personal jurisdiction of the Client by such courts) for the purpose of confirming, vacating or modifying any such award or judgment entered thereon. To the extent any controversy as above described is to be resolved in a court action, the parties expressly agree that such action shall be brought only in State or Federal courts in Scott County, Iowa and service of process in such action shall be sufficient if served on the parties by certified mail, return receipt requested, at the parties last address known to the other party. In this association the parties expressly waive any defense(s) to personal jurisdiction of the parties by such court; to service of process as set forth above; to venue; and in addition, expressly agree that Iowa is a convenient forum for any such action.

Nothing herein shall be enforceable to the extent that you waive any of your rights under state or federal securities laws.

## **12. Disclosure Statement & Notices.**

You acknowledge receipt of Part 2 of Form ADV at or before the time of signing this agreement in accordance with Rule 204-3 under the Investment Adviser's Act of 1940. You further acknowledge and consent that our firm may send any of its notices including our ADV Part 2 and Privacy Policy to the email address provided by you. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract.

## **13. Severability.**

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

**14. Client Conflicts.**

If this Agreement is between our firm and related Clients (i.e. husband and wife, etc.), our services shall be based upon the joint goals communicated to us. We shall be permitted to rely upon instructions from either party with respect to disposition of the assets or the Account, unless and until such reliance is revoked in writing to our firm. 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 the Clients.

You acknowledge that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c) and that we do not receive any indirect compensation. If we do not act in the capacity of the plan administrator, we will send notification if compensation arrangement disclosed herein are modified.

**15. Alternate Contact Authorization.**

\_\_\_\_\_ *(Client Initial Here)* Client declines to authorize an alternate contact at this time.

\_\_\_\_\_ *(Client Initial Here)* Client authorizes our firm to contact and disclose any information and/or documents related to the assets under management, in addition to any additional information held by Client's current custodian to the person(s) listed below, in the event that our firm believes the Client's mental competency to be compromised. Our firm may disclose to the person(s) listed below any concern relating to the Client's health, well-being or financial condition, and may duplicate and share information related to the assets in the Client's name including, but not limited to, official correspondence from our firm, withdrawal patterns, tax ramifications, balances and positions, and lapse or termination of policies for non-payment of premiums. Our firm recommends the designation of someone other than a spouse.

Authorized Contact Person 1: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to the Client: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Contact Person 2: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship to the Client: \_\_\_\_\_ Email: \_\_\_\_\_

**16. Applicable Law.**

This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the parties as it relates to similar services described herein. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between you and our firm shall be the State of Iowa.

By each party executing this agreement they acknowledge and accept their respective rights, duties, and responsibilities hereunder. This agreement is only effective upon our execution below.

For ERISA Plans, Authorized Fiduciary or Trustee of the Plan signs below.

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Client's Name (Print)

\_\_\_\_\_  
Client's Signature Date

\_\_\_\_\_  
Client's Name (Print)

Client's Address: \_\_\_\_\_  
\_\_\_\_\_

**QUAD-CITIES INVESTMENT GROUP**

\_\_\_\_\_  
Authorized Representative's Signature Date

\_\_\_\_\_  
Name (Print)

## SCHEDULE A

Please specify the accounts to be managed/advised under this Agreement and the appropriate fee schedule for each account.

		Discretion <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Title/Number	Custodian and Platform Program	
Account Value	Annual Advising Fee Percentage	Account Number to Be Billed

		Discretion <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Title/Number	Custodian and Platform Program	
Account Value	Annual Advising Fee Percentage	Account Number to Be Billed

		Discretion <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Title/Number	Custodian and Platform Program	
Account Value	Annual Advising Fee Percentage	Account Number to Be Billed

		Discretion <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Title/Number	Custodian and Platform Program	
Account Value	Annual Advising Fee Percentage	Account Number to Be Billed

		Discretion <input type="checkbox"/> Yes <input type="checkbox"/> No
Account Title/Number	Custodian and Platform Program	
Account Value	Annual Advising Fee Percentage	Account Number to Be Billed

***Positions/ accounts excluded from management/ billing\*:***

***\* Please note that our firm will maintain authority to trade these accounts, but will only do so at the direct request of the client. We will not be providing regular rebalancing, diversification recommendations, or management of the account in any way.***

\_\_\_\_\_ ***(Client Initials Here)***