

Seahorse Financial Advisers Inc. Investment Counseling Contract Standard Terms

These Investment Counseling Contract Standard Terms (sometimes called this "Contract") set out the terms and conditions on which we will render our investment counseling service. By paying our periodic statement for fees, you retain our services for the period designated in our statement and agree to the terms and conditions set forth in this Contract.

1. The Investment Counseling Services Included.

We will render the following investment counseling services during the term for which we are retained by you our Client:

(a) Continuing Investment Counseling. We will provide on a continuing basis our recommendations, advice, and counseling for the general management of your portfolio investments. Our advice will include a general investment strategy and the selection of individual investments as we believe appropriate, all based upon your personal circumstances.

(b) Discretionary Account Management. Upon your request, we will arrange for you an investment brokerage account at a mutually agreed upon brokerage house over which we may take a limited power of attorney, also known as a trading authorization, permitting us to enter trades in the designated account.

(c) Funds and Re-Balancing. Our investment counseling services may be rendered with respect to mutual funds and exchange traded funds selected in consultation with you, in which case our service will include rebalancing to an agreed-upon allocation at agreed-upon intervals.

(d) Portfolio Statements. You will receive regular monthly account statement from the brokerage house which is the custodian of each of your accounts, which contain the original record of holdings in your name. The brokerage house custodian will be responsible for preparing tax reporting for your account. We will prepare and send to you quarterly reviews of your holdings at the brokerage house custodian.

2. Period of Service and Fee.

(a) Our Continuing Investment Counseling service is rendered for six-month periods, running from January through June, and July through December. The initial period for which we are retained may be some portion of the half year in progress. The annual rate is 1.425% of assets under management unless we agree with you for a lower rate for the applicable billing period. In the case of a living or testamentary trust, our fee may be a fixed periodic fee or hourly charge agreed upon between us and the Trustees, taking into account that the Trustees may be charging trustee commissions or fees to the Trust by negotiated agreement or in accordance with applicable local law.

(b) When you first retain us, we will send you this Contract together with a statement of fees for the balance of the six-month period then in progress. Paying our statement will retain us for the period noted in the statement.

(c) Right to Terminate within 5 days. As required by Federal Law, you have the right to terminate this Contract without penalty within five (5) business days of entering into this Contract.

(d) Shortly after commencement of each subsequent six-month period, we will send you a statement of fees for that period. You may pay your fee on one of several ways:

(i) If you wish to charge your fee automatically to your account, we will, where available from the broker, arrange for the appropriate fee payment authorization to be filed by you with the broker at the time your account is set up. In this case, we will send a copy of our fee statement at the time of billing. We will then wait 14 days from the time of mailing our statement of fees. If you do not contact us regarding that fee statement, we will send a copy of the fee statement to the custodian broker and request that our fee be deducted directly from the account in accordance with your fee payment authorization.

(ii) If you wish, you may pay our statement of fees by check, or by draft arranged by you and drawn on your account by the broker.

You continue our service by paying our statement; if you do not wish to continue our service, inform us when you receive our statement, and we will thereupon cease our service and cancel that statement. In addition, either you or we may terminate our investment counseling service at any time, such termination being effective when written notice is received by the other party. Upon any termination, you will receive a pro-rata refund of any balance of your fee. Although at your request we will work with you to cancel any open orders after termination of our services, your accounts and any open orders therein will be entirely your risk and responsibility. Accordingly, you must be prepared to provide management of your accounts immediately and make whatever investment judgments you wish.

3. Investment Results Are Not Guaranteed.

(a) We will recommend an investment strategy and individual investments, and will manage any discretionary account over which we have authority, as we believe advisable. But we cannot, and do not, guarantee that any investment will be profitable or maintain its cost of purchase.

(b) In the course of recommending an investment strategy, we may include projections of your financial situation and investment alternatives. These projections are estimates based on assumptions. They may be right or wrong and in any case are not guarantees.

4. Discretionary Accounts.

(a) Designating an Account. You designate an account for investment management by signing the limited power of attorney or trading authorization form ("Trading Authorization") supplied by the bank or brokerage house which has custody of your funds and investments. Once the Trading Authorization has been signed, delivered to the custodian, and is in effect, our discretionary authority commences. The Trading Authorization will name as the agent authorized to trade in your account either Mr. Edvard Jorgensen personally or our company by any of its officers. Whether Mr. Jorgensen or our company is the named agent, this Contract shall apply to such discretionary account and trading therein.

(b) Our Contract Continues. Nothing in the Trading Authorization shall change, as between you and us, any of the terms and conditions of our investment counseling service to you as set forth in this Contract.

(c) We Will Act in Our Discretion. Under the Trading Authorization we will manage the funds and investments in the designated account in our discretion, placing orders to buy and sell directly with the custodian. Customarily, you will receive confirmations of our orders and regular account statements sent by the custodian, but you should not expect prior advice from us of actions we take. We will of course discuss with you such matters as we feel we should bring to your attention, and you may call us with your questions. Investments in your account will be reported in the quarterly Portfolio Statements we send you as provided in this Contract.

(d) Kinds of Securities Which We May Buy or Sell. We are authorized to buy or sell on a discretionary basis in any kind of security which may be traded through your brokerage account.

(e) Terminating the Trading Authorization. Please note that you may terminate the Trading Authorization only by notifying the brokerage house in the manner set forth in the Trading Authorization. As between you and us, you continue our authority to manage the account in our discretion until our authority is terminated in the manner set out in Section 2 of this Contract.

(f) Existing Positions; Trading By You. If any of your accounts holds an investment position purchased before you retained us as investment counselors with regard to that account, we will manage those existing positions as we deem advisable. If you wish to purchase an investment on your own initiative, please do so in a separate account not managed by us.

(g) Brokerage Commissions. Please be advised that commissions charged by brokers vary and that lower commissions may be available at other brokers. We will use the broker you select. If you would like our assistance seeking a different broker, please advise us.

5. Investments by Our Company and Employees. Seahorse Financial Advisers Inc., its officers and employees, and their families, may from time to time buy, hold or sell (in their name, as trustee, or in other capacities) securities which are recommended by us to you. All of such holdings and transactions will remain private and confidential.

6. Your Lawyer and Accountant. We render investment counseling services only. Accordingly, any aspect of our services which involves estate matters, would require the preparation of legal documents, or would otherwise entail legal advice should be referred to your lawyer. Similarly, our discussion of the tax consequences of certain investments should be reviewed by your accountant prior to implementation. If you request, we will be glad to consult with your lawyer or accountant regarding our recommendations and advice.

7. Cash Management in Accounts; No Custody of Funds. (a) All cash transfers and delivery of securities in to and out of your accounts are the responsibility of you and the custodian or brokerage house holding your account. At your request, we will assist you in meeting the requirements of the custodian regarding such transfers, but we will not, because of regulatory and insurance requirements, initiate or control such transfers.

(b) If you use cash management features of an investment account covered by this Contract, such as checking or charge card features, or trade in such account, or withdraw cash from such account, you are fully responsible to assure that cash balances in the account cover all pending settlements, including of trades made by us, and to keep us fully informed of all your transactions.

(c) In no case will we accept custody of any of your funds or securities, nor will we accept or exercise any authority over any of your funds or investments which might cause us to be deemed in custody under any applicable law or regulation. If you should desire, we will assist you in arranging for custody of funds and securities. The choice of custodian is entirely in your discretion. Accordingly, we are not responsible for, and do not guarantee, the custodian, its acts or omissions.

8. Accounts Covered By This Contract. (a) In the case of an individual client who retains us, the Client under this Contract is you and any minor custodial children you may designate. This Contract applies to all investment counseling services you request of us, whether rendered you or such other family member (1) individually, (2) as beneficiary of an IRA established by you, (3) as beneficiary of a self-directed retirement plan account or other similar account where you exercise some investment discretion, (4) as trustee of a revocable inter-vivos trust of which you are the grantor and beneficiary, (5) in any other capacity in which you exercise investment discretion on behalf, beneficially, of yourself, or, (6) custodian or guardian of your minor dependents.

(b) In the case of a living or testamentary Trust, this contract covers only accounts registered in the name of the Trust.

(c) As regards all such accounts and relationships, you warrant and represent to us that you have full legal authority to retain us and to grant us any discretion under paragraph 4 above, and that your retainer of us under this Contract, and the terms of this Contract, are fully binding on all other persons legally or beneficially interested in all such accounts. If any of your warranties or representations made above is untrue, and any such person legally or beneficially interested in such accounts, or their estates, successors or assigns, asserts any claim against us, you agree to hold us harmless and indemnify us against such claims in full and to pay our expenses in defending such claims.

9. Privacy. We will not discuss your personal information with any other party except: (i) the broker custodian of your accounts; (ii) any professional, such as accountant or lawyer, with whom you ask us to communicate. At your request, we will send your tax information directly to an accountant you nominate.

10. Other Contract Terms. This Contract constitutes our investment advisory contract with you and is governed and interpreted in accordance with applicable Federal Law and the Laws of the State of New York; and in any other state where a client may be resident, is subject to applicable law of that state. This Contract contains all the terms and conditions of our contract; it is not, and may not be, modified or supplemented by discussion, advertising literature or otherwise, but may be modified or supplemented only by a subsequent agreement in writing, signed by you and us, and described as an amendment to this Contract. This Contract, and each of its provisions, benefits and obligations, may not be assigned by you or by us without the prior written consent of the other to such assignment.

Thank you for retaining Seahorse Financial Advisers Inc. for management of your accounts.

Revised: as of July 1, 2021