

## BCK Partners, Inc.

### COMPREHENSIVE FINANCIAL MANAGEMENT AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between the undersigned party (hereinafter referred to as the “**Client** or “**You**”) and BCK Partners, Inc., a Registered Investment Adviser, whose mailing address is 27 East Market Street, Corning, NY 14830 (hereinafter referred to as the “**Adviser**”, “**us**”, “**we**”, or “**our firm**”).

#### **1. SCOPE OF ENGAGEMENT.**

We offer individualized investment advice to clients utilizing our Comprehensive Financial Management service.

\_\_\_\_\_(*Client Initial Here*) \_\_\_\_\_(*Client Initial Here*) You hereby appoint our firm as an Investment Adviser to perform the services hereinafter described, and we accept such appointment. We shall be responsible for *discretionary* investment and reinvestment of those Assets designated by you as set forth on Schedule A, to be subject to our management (the “Assets” or “Account”). Unless otherwise agreed to by both you and our firm, any subsequently opened Accounts shall be governed by this Agreement. Our firm *is 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.

(a) Our Comprehensive Financial Management service encompasses asset management and financial planning/ financial consulting to assist clients in meeting their financial goals. We will conduct meetings with clients in order to understand their current financial situation, existing resources, financial goals, and tolerance for risk. These meetings may be conducted in person, via the telephone or via any other electronic medium. Based upon what we learn, we may propose an investment plan 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, we review such accounts on a regular basis and at least 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 review accounts on at least an annual basis for our clients subscribing to our Comprehensive Financial 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.

(c) *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.

(d) 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.

(e) 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.**

The compensation for our Comprehensive Financial Management service is described in Schedule B of this agreement.

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

The fees charged are calculated as described in Schedule B 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 Financial Management service.

## **3. EXECUTION OF BROKERAGE TRANSACTIONS.**

Our firm will arrange to execute securities brokerage transactions for your assets through Broker-Dealers that we reasonably believe will provide "best execution". We seek best execution as whether the transaction represents the best qualitative execution. We take into consideration the full range of a Broker-Dealer's services, including the value of research provided, execution capability, commission rates, and responsiveness. Our firm will seek competitive commission rates, but we may not necessarily obtain the lowest possible commission rates for account transactions. It is important to note that we do not have discretion to negotiate commission rates. We (meaning us and our associated persons) do not receive a portion of the brokerage commissions and/or transaction fees charged to you by a non-affiliated Broker-Dealer.

We generally process transactions for each Client account independently, unless we decide to purchase or sell the same securities for several Clients at approximately the same time. Our firm may (but is not obligated to) combine or "batch" orders for a variety of factors. Some factors are to obtain best execution or to negotiate more favorable commission rates. Under this procedure, the transaction's prices will be averaged and will be allocated among our firm's clients in proportion to the purchase and sale orders placed for each client account, on any given day.

## **4. CUSTODIAN.**

The Assets shall be held by an independent custodian, not our firm, and the identity of the custodian shall be communicated to you. We are authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, make payments and otherwise take such actions as our firm shall direct in connection with the performance of our obligations with respect to the Assets.

**5. BROKER-DEALER/CUSTODIAN.**

(a) You recognize and agree that in order for us to discharge our responsibilities, we must engage in securities brokerage transactions described in Section 1(a) of this Agreement, all of which must be effected through a registered broker-dealer;

(b) Broker-dealers charge brokerage commissions and/or transaction fees for executing securities brokerage transactions;

(c) The brokerage commissions and/or transaction fees charged to you for securities brokerage transactions *are not included* within our compensation as defined in section 2 hereof.

**6. RISK ACKNOWLEDGMENT.**

Our firm does not guarantee the future performance of the Assets or any specific level of performance, the success of any investment decision or strategy that we may use, or the success of our firm's overall management of the Assets. You understand that investment decisions made for your Assets by our firm are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

**7. DIRECTIONS TO THE ADVISER.**

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.

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 Financial Management services. We do not manage assets through our other services.

**8. 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.

**9. PROXIES.**

You acknowledge that our firm will not vote proxies.

**10. TERMINATION.**

We charge our advisory fees quarterly in advance. 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 process a pro-rata refund of unearned advisory fees.

**11. ASSIGNMENT.**

This Agreement may not be assigned (in accordance with relevant state statutes and rules) 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 relevant state statutes and rules.

**12. 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 account.

**13. 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 accounts.

**14. 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 Steuben County, New York. The parties acknowledge, understand and agree that:

- (i) Pre-arbitration discovery is generally more limited than and potentially different in form and scope from court proceedings.
- (ii) 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.
- (iii) 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 New York. 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 New York 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 New York 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 connection 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 New York 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.

**15. DISCLOSURE STATEMENT AND NOTICES.**

You acknowledge receipt of Part 2 of Form ADV at or before the time of signing this agreement in accordance with relevant state statutes and rules. You further acknowledge and consent that our firm may send any of its notices including our ADV Part 2 and Privacy Policy to your email address last 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.

**16. 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.

**17. 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.

**18. RETIREMENT OR EMPLOYEE BENEFITS PLAN ACCOUNTS.**

This section applies to the undersigned's account if it is part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). If the account is part of a Plan and we accept appointment to provide advisory services to such account, then the following applies:

You represent that:

- (i) our appointment and services are consistent with the Plan documents,
- (ii) you have furnished our firm true and complete copies of all documents establishing and governing the Plan and evidencing your authority to retain our firm. You further represent that you will promptly furnish us with any amendments to the Plan, and you agree that, if any amendment affects our rights or obligations, such amendment will be binding on our firm only with our prior written consent. If the Account contains only a part of the assets of the Plan, you understand that we will have no responsibilities for the diversification of all the Plan's investments, and we will have no duty, responsibility or

liability for the assets that are not in the account. If ERISA or other applicable law requires bonding with respect to the assets in the account, you will obtain and maintain at your expense bonding that satisfies this requirement and covers us and any of our affiliates.

**19. 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 New York. 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 New York. 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: \_\_\_\_\_  
\_\_\_\_\_

**BCK Partners, Inc.**

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

\_\_\_\_\_  
Date

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

**Schedule A**  
**ACCOUNT(S) TO BE MANAGED**

Account Title	Custodian	Account Number

## Schedule B

### ***FEE SCHEDULE: Comprehensive Financial Management***

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

<b>Assets Under Management</b>	<b>Annual Percentage of Assets Charge</b>
\$0 to \$500,000	1.50%
\$500,001 to \$2,500,000	1.35%
\$2,500,001 to \$5,000,000	1.20%
\$5,000,001 to \$10,000,000	0.80%
Over \$10,000,001	0.70%

Our firm's annualized fees are billed on a pro-rata basis quarterly in advance based on the value of your account on the time-weighted daily average of the previous quarter. Fees are negotiable and will be deducted from your account. As part of this process, the client is made aware of the following:

- a) Your independent custodian sends statements at least quarterly to you showing the market values for each security included in the Assets and all disbursements in your account including the amount of the advisory fees paid to us;
- b) You provide authorization permitting us to be directly paid by these terms. We send our invoice directly to the custodian;
- c) It is the client's responsibility to verify the calculation of advisory fees deducted from the account; and
- d) If we send a copy of our invoice to you, it will include a disclosure urging you to compare information provided in our statement with those from the qualified custodian.