

# STREETER, MOORE & STIPE L.L.C.

## 401k Plan Investment Advisory Contract

This INVESTMENT ADVISORY AGREEMENT (hereinafter referred to as the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Streeter, Moore & Stipe L.L.C., (hereinafter referred to as "Advisor") whose primary offices are located at 4111 S. Darlington Suite 120, Tulsa, Oklahoma 74135 and \_\_\_\_\_ (hereinafter referred to as "Client") whose address is: \_\_\_\_\_

WHEREAS, Advisor is registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 as an investment advisor, and is also registered under the appropriate state laws.

WHEREAS, Advisor provides investment advisory services and Client wishes to retain Advisor to act as his/her investment advisor with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth below, Advisor and Client agree as follows:

1. Client recognizes that Advisor receives its information and data upon which to base its investment decisions from external sources. It is recognized that Advisor cannot assure the accuracy of the information and data received, and that any losses resulting from the accuracy of such information as it may affect the timing of transactions are normal market risks to be borne by Client.
2. All information, recommendations, advice furnished and transactions made by Advisor for Client under this agreement shall be regarded as confidential by Client and shall not be disclosed to any person, firm, or corporation without prior written consent of Advisor.
3. Account management fee will billed annually or quarterly in arrears and will be due upon such time stated in the contract. Contract will automatically be renewed on an annual basis unless terminated by Client in writing. Advisor reserves the right to adjust the account management fee upon renewal, at which time the Client will have the opportunity to renew at the current fee or dissolve the agreement. If the fee is not received at Advisors office by the Contractual due date, Advisor is released of any obligation under this Contract until such time the fee is received.
4. **Responsibilities of Client and Advisor:**
  - (a) **Client:** Client shall be responsible for providing Advisor with statements and making recommended changes on a timely basis, unless third party approval is agreed upon by Client, Advisor, and Clients Plan Fiduciary.
  - (b) **Advisor:** Advisors responsibility will be to review Clients corporate savings plan ordinarily quarterly, but at least annually or at Clients discretion, and make recommendations.
1. **Asset Management Service Fee Schedule:**
  - (a) Client will be billed an annual account management fee of \$\_\_\_\_\_.
  - (b) Anniversary date for renewal purposes will be assigned when the Contract is put into force.
  - (c) Such fee's may be deducted annually or quarterly from other fee based accounts designated by Client.
6. Advisor shall not be compensated on the basis of a share of capital appreciation of the funds or any portion of the funds included under this Advisory Agreement.
7. **Liability:** Since services rendered upon this Contract are advisory in nature, Client expressly agrees that Advisor shall not be liable in any way relating to the performance of the services hereunder, as long as those services are rendered by it in good faith, and providing that Advisor is not in violation of federal and state laws (of the State in which the client resides) regulating the advisory services rendered hereunder. The above does not limit the persons right to institute legal proceedings under federal and state securities laws.
8. This Contract shall remain in effect until such time as either party to the Contract receives written notice from the other party of his or its desire to cancel this agreement. Termination of this Contract does not affect Client's obligation to pay advisory fee's (pro-rated through the date of termination).
9. In the event that Client shall die or be declared incompetent, the authority of advisor to continue to act under the Contract shall continue such time as Advisor is notified in writing of termination due to such death or incompetency of the legal representative of the Client of Clients estate.
10. This contract shall not be amended, transferred, assigned, sold or in any manner hypothecated or pledged by either party without mutual consent.

11. In accordance with Rule 204-3 under the Investment Advisory Act of 1940, the undersigned hereby acknowledges receipt of Advisors Form ADVII which includes disclosure of any conflicts of interest. Client has the right to terminate this Contract without penalty within (5) business days of entering this agreement.
12. Under no circumstances will Advisor withdrawal, dispense, or distribute funds belonging to Client from their corporate savings plan without the express written permission from Client.
13. This agreement serves as confirmation of a business relationship between the individual Client and the Advisor. The employer of the Client, and, or the Clients corporate savings plan is under no circumstances accountable or liable for actions in the context of this agreement, or as a result of this agreement. This agreement contains the entire understanding between the Client and Advisor concerning the subject matter of this agreement.
14. In order to manage Clients corporate savings plan account, Advisor may obtain Clients personal identification number. By signing this contract, Client has agreed to release said personal identification number to advisor. This information will be handled with the utmost security procedures and will not be released by Advisor to any other party without Clients express permission.
15. Services provided Advisor shall be in compliance with Investment Advisors Act of 1940, rules and regulations thereunder, and applicable state laws regulating services by this agreement.
16. The following disclosure is required by various regularity bodies but shall not limit the applicability of the arbitration provision to any controversy or claim which may arise between the undersigned and the Advisor.
  - (a) Arbitration is final and binding on the parties.
  - (b) Parties are waiving their right to seek remedies, including the right to a jury trial.
  - (c) Pre-arbitration discovery is generally more limited than and different from court proceedings.
  - (d) Arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.
  - (e) Panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry. Client agrees, and by carrying any account for the Client, the Advisor agrees that all controversies between Client and Advisor or any of the Advisor's present or former officers, directors, agents, or employees which may arise for any cause whatsoever, shall be determined by arbitration. Any arbitration under this agreement shall be before the American Arbitration Association, or any arbitration facility provided by any other securities exchange of which the Advisor is a member, or the Securities Rulemaking Board, in accordance the rules obtaining of such organization. The Client may elect in the first instance whether arbitration shall be before and in accordance with the rules of one of the aforementioned arbitration forums by registered letter or telegram addressed to Streeter, Moore & Stipe L.L.C. in Tulsa, Oklahoma. If the undersigned fails to notify Advisor of such election as specified within five (5) days after receipt from Advisor of a request to make such an election then Advisor may make such election.

IN WITNESS WHEREOF, the parties have executed this Contract the day and the year of aforesaid, intending to be legally bound hereby.

Fee's Paid:  Quarterly  Annually

Billing:  Direct  Account # \_\_\_\_\_ Held at \_\_\_\_\_

Third Party Approval:  No  Yes Fiduciary: \_\_\_\_\_

Personal Identification Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Accepted by: Streeter, Moore & Stipe L.L.C.  
 By: \_\_\_\_\_

Opinions, advice, recommendations, or suggestions are based on information and research derived from original or published sources believed to be accurate and reliable, but recognized as not infallible. There can be no guarantee that the recommendation of management will prove to be profitable in the future or that they will equal the performance of any previous recommendation. Streeter, Moore & Stipe L.L.C. and its employees and or representatives may from time to time hold a position either directly or indirectly in the securities and or funds that are recommended.

X \_\_\_\_\_  
**Client Signature**