



S.A.F.E. Management LLC
REGISTERED INVESTMENT ADVISOR
745 Hope Road Eatontown NJ 07724
safeadvglobal.com

Investment Advisory Agreement

AGREEMENT, made this ____ of, 20__ between _____ the undersigned party, whose mailing address is _____(hereinafter the “Client”), SAFE Management, LLC, a registered investment Advisor, whose principal mailing address is at 745 Hope Road Eatontown, NJ 07724 (hereinafter the “Advisor”).

1. Scope of Engagement

- a. Client hereby appoints Advisor as an Investment Advisor to perform the services hereinafter described, and Advisor accepts such appointment. Advisor shall be responsible for the investment and reinvestment of those assets designated by Client to be subject to Advisor’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);
- b. Client delegates to Advisor all of its powers with regard to the investment and reinvestment of the Assets and appoints Advisor as Client’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in Client’s name for the Account;
- c. Advisor is authorized, without prior consultation with Client, to buy, sell, trade and allocate in and among stocks, bonds, options, equity indices, independent investment managers and/or programs (with or without discretion, depending upon the independent investment manager or program) and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in of such authority to the registered broker-dealer and the custodian of the Assets;
- d. Advisor shall discharge its investment management responsibilities consistent with the Client’s designated investment objectives. Unless the Client has advised the Advisor to the contrary, in writing, there are no restrictions that the Client has imposed upon the Advisor with respect to the management of the Assets. The Client agrees to provide information and/or documentation requested by Advisor in furtherance of this Agreement as pertains to Client’s objectives, needs and goals, and maintains exclusive responsibility to keep Advisor informed of any changes regarding same. Client acknowledges that Advisor cannot adequately perform its services for Client unless Client diligently performs his responsibilities under this Agreement. Advisor shall not be required to verify any information obtained from Client, Client’s attorney, accountant or other professionals, and is expressly authorized to rely thereon; and,



- e. Client authorizes Advisor to respond to inquiries from, and communicate and share information with, Client's attorney, accountant, and other professionals to the extent necessary in furtherance of Advisor's services under this Agreement.
- f. At times, we will recommend that you establish and/or maintain, in your name, accounts into which you shall deposit funds and/or securities, which shall be referred to as, managed assets.
- g. You may at any time increase or decrease your managed assets. Your account(s) will, at all times, be held solely in your name and will require **your** authorization for withdrawal.
- h. You will receive statements directly from your brokers, or others as appropriate. Advisor does not prepare regular client reports.

2. Advisor Compensation

Advisory Services provided to individuals are provided at a 2.0% annual fee of assets under management, pro-rated and billed monthly/quarterly at the beginning of the period.

Clients may incur certain fees or charges imposed by third-parties, other than the Advisor, in connection with investment made on behalf of the Client's account[s]. The Client is responsible for all custodial and securities execution fees charged by the custodian and executing broker-dealer. The Investment Advisory Fee charged by SAFE is separate and distinct from these custodian and execution fees. In addition, all fees paid to SAFE for investment advisory services are separate and distinct from the expenses charged by exchange-traded funds to their shareholders, if applicable.

3. Account Transactions

- a. Client recognizes and agrees that in order for Advisor to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph 1 herein;
- b. Commissions and/or transaction fees are generally charged for effecting securities transactions; and
- c. The brokerage commissions and/or transaction fees charged to Client for securities brokerage transactions are exclusive of, and in addition to, Advisor Compensation as defined in paragraph 2 hereof.

4. Risk Acknowledgment

Advisor does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that Advisor may take or recommend for the Account, or the success of Advisor's overall management of the



Account. Client understands that investment recommendations for the Account by Advisor are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

5. Directions to the Advisor

All directions, instructions and/or notices from the Client to Advisor shall be in writing. Advisor shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

6. Advisor Liability

The Advisor, 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, or the acts and/or omissions of other professionals or third-party service providers recommended to the Client by the Advisor, including a broker-dealer and/or custodian, attorney, accountant or any other professional. If the Account contains only a portion of the Client's total assets, Advisor shall only be responsible for those assets that the Client has designated to be the subject of the Advisor's investment management services under this Agreement without consideration to those additional assets not so designated by the Client.

If, during the term of this Agreement, the Advisor purchases specific individual securities for the Account at the direction of the Client (i.e. the request to purchase was initiated solely by the Client), the Client acknowledges that the Advisor shall do so as an accommodation only, and that the Client shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof.

Correspondingly, the Client further acknowledges and agrees that the Advisor shall not have any responsibility for the performance of any and all such securities. However, the Advisor may continue to include any such assets for purposes of determining Advisor Compensation. In addition, with respect to any and all accounts maintained by the Client with other investment professionals or at custodians for which the Advisor does not maintain trading authority, the Client, and not the Advisor, shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the Client desires that the Advisor provide investment management services with respect to any such assets or accounts, the Client may engage the Advisor to do so for a separate and additional fee.

The Client acknowledges that investments have varying degrees of financial risk, and that Advisor shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the Client's investment objectives.



7. Proxies

The Advisor does not vote proxies. The Client shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.

8. Reports

Transaction reporting and account statements are provided by the brokerage firm and/or custodial party of the account to the client. The Advisor, not having custody of the investment funds does not report the transactions for the account. The Advisor may, from time to time provide supplemental reporting to the client regarding account performance, but this is solely at the advisor's discretion.

9. Termination

This Agreement for individual advisory services may be cancelled by either party with five (5) days written notice delivered in writing via mail, fax, or secured email.

Termination of this Agreement will not affect (i) the validity of any action previously taken by Advisor under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination).

Upon the termination of this Agreement, Advisor will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

10. Assignment

This Agreement may not be assigned (within the meaning of the Investment Advisors Act of 1940) by either Client or Advisor without the prior consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisors Act of 1940.

Should there be a change in control of the Advisor resulting in an assignment of this Agreement (as that term is defined under the Advisors Act), the successor Advisor will notify the Client and will continue to provide the services previously provided to the Client by the Advisor. If the Client continues to accept such services provided by the Successor without written objection during the 60-day period subsequent to receipt of the written notice from the Successor, the Successor will assume that the Client has consented to the assignment and the Successor will become the Advisor to the Client under the terms and conditions of this Agreement.



11. Non-Exclusive Management

Advisor, 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. Client expressly acknowledges and understands that Advisor shall be free to render investment advice to others and that Advisor does not make its investment management services available exclusively to Client.

Nothing in this Agreement shall impose upon Advisor any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Advisor, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of Advisor such investment would be unsuitable for the Account or if Advisor determines in the best interest of the Account it would be impractical or undesirable.

12. Death or Disability

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 Advisor. Client recognizes that the custodian may not permit any further Account transactions until such time as any documentation required is provided to the custodian.

13. Arbitration

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Advisor's services under this Agreement that cannot be resolved by mediation, both Advisor and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. Advisor and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Advisor and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial.

Client acknowledges that Client has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client acknowledges and agrees that in the specific event of non-payment of any portion of Advisor Compensation pursuant to paragraph 3 of this Agreement, Advisor, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.

14. Disclosure Statement



Client hereby acknowledges prior receipt of a copy of Advisor's Part 2A Brochure and Part 2B Brochure Supplements for Advisor's representatives. Client further acknowledges that Client has had a reasonable opportunity to review said these documents, and to discuss the contents of same with professionals of Client's choosing, prior to the execution of this Agreement.

15. Privacy Notice

Client acknowledges prior receipt of Advisor's Privacy Notice.

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 Advisor and related Clients (i.e. husband and wife, life partners, etc.), Advisor's services shall be based upon the joint goals communicated to the Advisor. Advisor shall be permitted to rely upon instructions from either party with respect to the Assets, unless and until such reliance is revoked in writing to Advisor. Advisor 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. Referral Fees

If the Client was introduced to the Advisor through a Solicitor, the Advisor may pay that Solicitor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisors Act of 1940. The referral fee shall be paid solely from Advisor's compensation as defined in this Agreement and shall not result in any additional charge to the Client. SAFE Management does not engage Solicitors but may do so in the future.

19. Entire Agreement

This Agreement represents the entire agreement between the parties. This agreement supersedes and replaces, in its entirety, all previous agreements regarding the Account(s) between the Client and the Advisor.

20. Amendments

The Advisor may amend this Agreement upon written notification to the Client. Unless the Client notifies the Advisor to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.



21. Applicable Law/Venue

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 Jersey. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between Advisor and Client shall be the County of Monmouth, State of New Jersey.

22. Electronic Delivery

The Client authorizes the Advisor to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the Advisor's internet web site, as well as all other correspondence from the Advisor. Advisor shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client's last provided email address (or upon advising the Client via email that such document is available on the Advisor's web site).

23. Authority

Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Advisor, in writing, in the event that either of these representations should change.

The Client specifically represents as follows:

- a. If Client is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain Advisor, (3) the execution of this Agreement will not violate any law or obligation applicable to the Client, and, (4) the Client owns the Assets, without restriction; and
- b. If Client is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain Advisor (3) the execution of this Agreement will not violate any law or obligation applicable to the Client, and, (4) the Client owns the Assets without restriction.
- c. Client certifies that the social security number (or tax ID number) set forth on the Advisory Application is correct, and that client is not subject to "backup withholding" under section 340(a)(1)(C) of the Internal Revenue Code or any successor provision.
- d. Client certifies that all information set forth on the Advisory Application is correct and that this information will establish the client's managed account.

IN WITNESS WHEREOF, Client and Advisor have each executed this Agreement on the day, month and year first above written.



Client Signature
Name:

Client Signature
Name:

SAFE Management LLC
Annette Raynor, IAR