

Compass Financial Group, INC

COMPREHENSIVE WRAP PORTFOLIO MANAGEMENT AGREEMENT

AGREEMENT, made this ____ day of _____, _____ between the undersigned party, _____, whose mailing address is _____ (hereinafter referred to as “**Client** or “**You**”); and Compass Financial Group, INC, a Registered Investment Adviser, whose mailing address is 4300 South Louise Ave., Suite 300, Sioux Falls, SD 57106; Phone: 605-338-7150. (Hereinafter referred to as “**Adviser**”, “**Us**”, “**We**”, or “**Our firm**”)

1. SCOPE OF ENGAGEMENT.

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

DISCRETIONARY

(a) You may 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 of (the “Assets” or “Account”).

(b) 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;

(c) Our Comprehensive Portfolio Management service encompasses asset management as well as 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 an investment approach 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, we review such accounts on a periodic basis as needed. 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.

(d) We review accounts on periodic basis as needed.. 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.

(e) We do not provide written reports to clients, unless asked to do so. Verbal reports to clients take place on at least an annual basis when we meet with clients which subscribe to the following services: Comprehensive Portfolio Management.

(f) *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.

(g) The authority granted by you to our firm hereby shall continue in force until revoked by you in writing. Such revocation shall be effective upon receipt by us. The death or incapacity of the Client shall not terminate the authority of our firm granted herein until the we shall receive actual notice of such death or incapacity; and

(h) 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.

(i) We usually do not allow clients to impose restrictions on investing in certain securities or types of securities due to the level of difficulty this would entail in managing their account.

2. ADVISER COMPENSATION.

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

FEE SCHEDULE: Comprehensive Wrap Portfolio Management (Client Initials on Signature Page)

<u>Assets Under Management</u>	<u>Annual Percentage of Assets Charge*:</u>
Any Assets	as per agreement

Our firm's fees are billed on a pro-rata annualized basis quarterly in advance based on the value of your account on the last day of the previous quarter. Fees will generally be automatically deducted from your managed account. As part of this process, you understand and acknowledge the following:

- a) Your independent custodian sends statements at least quarterly to you showing all disbursements for 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 do not offer payment by check as an option to our Asset Management clients.

Additional Disclosure Regarding Fees and Accounts

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

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)).

The following paragraph describes our practices regarding cash balances in your accounts, including whether we invest cash balances for temporary purposes and, if so, how this is accomplished:

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. 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 paragraph 1(c) herein, 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 included within our compensation as defined in paragraph 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.

Ability of Clients to Impose Restrictions on Investing in Certain Securities or Types of Securities:

We usually do not allow clients to impose restrictions on investing in certain securities or types of securities due to the level of difficulty this would entail in managing their account. In the rare instance that we would allow restrictions, it would be limited to the following services: Comprehensive Portfolio Management. 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. However, third party money managers selected or recommended by our firm may vote proxies for clients. Therefore, except in the event a third party money manager votes proxies, clients maintain exclusive responsibility for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the 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 client’s investment assets. Therefore (except for proxies that may be voted by a third party money manager), our firm and/or you shall instruct your qualified custodian to forward to you copies of all proxies and shareholder communications relating to your investment assets.

10. REPORTS.

Our firm and/or the Custodian shall provide you with periodic investment reports showing the Assets and market values for each security included in the Assets.

11. 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.

12. 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.

13. 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.

14. DEATH OR DISABILITY.

If you are a natural person, your death, disability or incompetency will not terminate or change the terms of this Agreement. However, your executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to our firm.

15. 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 you (collectively referred to as "the parties") be resolved through arbitration in Minnehaha County, South Dakota. For all clients the jurisdiction will be South Dakota. 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
- (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 our firm 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 South Dakota. 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 predispute 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 South Dakota and the courts located therein (and expressly waive any defense to personal jurisdiction of you 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 the State of South Dakota 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; (b) service of process as set forth above; (c) to venue, and in addition, expressly agree that South Dakota 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.

16. DISCLOSURE STATEMENT.

You acknowledge receipt of Part “ 2A” 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. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding.

17. 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.

18. 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.

19. RETIREMENT OR EMPLOYEE BENEFIT ACCOUNTS

This section applies to an Account that is 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 appointments to provide advisory services to such Account, we acknowledge that it is a fiduciary within the meaning of Section 3(21) of ERISA (but only with respect to the provision of services described in section 1 of this agreement). 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.

20. APPLICABLE LAW.

This Agreement supersedes and replaces, in its entirety, all previous investment advisory Agreement(s) between the parties. 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 South Dakota. 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 South Dakota. Unless otherwise preempted by ERISA or other jurisdictions.

SIGNATURE PAGE

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) _____

Scope of Engagement (Please refer to Section 1 for further details) & Advisor Compensation (Please refer to Section 2 for further details)

_____ / _____ **(Client Initials)** *Discretionary*: you hereby authorize, 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.

_____ / _____ **(Client Initials)** I am aware that the annual Advisory Fee as listed below is automatically deducted from my managed account(s) on a quarterly basis in advance.

Compass Financial Group, INC

BY: _____ TITLE: President

Schedule A
(as referred to in Section 1: Scope of Engagement)

	Account Title	Custodian	Account Number	Advisory Fee %
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				