

**HELD AWAY ACCOUNTS  
OPEN INVESTMENT PLATFORM (“HOIP”)  
Account Establishment Kit**

**CLIENT NAME:** \_\_\_\_\_

This kit contains all the Redhawk Wealth Advisors, Inc. information and documents needed oversee a held away account. Please complete all the information and all parties should sign under Section 2.

**All documents shown below are required.**

- Section 1:** Financial Planning Agreement for Held Away Accounts Open Investment Platform (“HOIP”).
- Section 2:** Signatures.

You can scan and email the kit to [operations@redhawkwa.com](mailto:operations@redhawkwa.com).

Questions can be directed to:

1. [operations@redhawkwa.com](mailto:operations@redhawkwa.com)
2. (952) 835-4295

**SECTION 1 - REQUIRED**

**Financial Planning Agreement  
For Held Away Accounts  
Open Investment Platform (“HOIP”)**

This Agreement is entered by the **Client** and the **Advisor**. In consideration of the mutual benefits to be derived from this Agreement, it is understood and agreed as follows:

1. **Financial Planning Services.** Based upon information furnished by Client, Advisor will provide the Client the following financial planning services checked below:

- Retirement Income, Cash Flow, and Budgeting Planning.
- Social Security Optimization Planning.
- Investment Planning and Investment Policy Statement (“IPS”) Design.
- Retirement Planning:
  - Employer Sponsored Plans (401(k), 403(b), 457, etc.)
  - SIMPLE or SEP
  - Cash Balance
  - Pension or Defined Benefit
  - Employee Stock Option Plan (“ESOP”)
  - Captive Insurance
  - Business Continuation Planning
- Risk Management and Insurance Planning:
  - Life
  - Health
  - Disability
  - Long-Term Care
- Income Tax Planning.
- Estate Planning.
- Charitable Giving and Philanthropic Planning.
- Assistance to Loved Ones Planning.
- Other \_\_\_\_\_

2. **Fees.** The HOIP Account shall pay an investment management fee (the “**Client Fee**”) in accordance to the Client Fee schedule set forth in Exhibit A attached herein. The Client Fee is based on all HOIP Accounts that pertain to all members of an immediate family or all related businesses of a company (“**Household**”).
- (a) The Client Fee shall be paid monthly in arrears within the first ten (10) business days after each calendar month. The monthly payment shall be equal to 1/12 of the Client Fee multiplied by the average daily value of the HOIP Account, as reported by the financial institution.
  - (b) The Client Fee will continue to be charged each month if there are assets in the HOIP Account.
  - (c) The Client Fee may be revised by Advisor or Redhawk at their discretion, upon notice to Client, and the new Client Fee will be in effect as of the first calendar month beginning thirty (30) days or more after Advisor or Redhawk provides notice of such revision.
  - (d) Client will allow access to held away accounts by providing their login credentials, to the financial institution’s online site, to a secure third-party aggregation application.
  - (e) Client will provide Advisor and custodian with such documentation as custodian requests authorizing and directing custodian to deduct the Client Fees from non-qualified accounts under an investment management agreement with Redhawk.
  - (f) The value of the HOIP Account and the value of any asset in the HOIP Account shall be the value reflected on the financial institution’s statements or on their internal system.

If Client circumstances or objectives change during our engagement, such that new information must be reviewed and incorporated into the recommendation, there may be an additional charge. If there is a substantial change during the project, the Advisor may require an amended Agreement. The fee set forth is for financial analysis and investment advisory services only and does not include any other professional services that may be required by Client to implement the recommendations made by Advisor. Client is advised that Advisor will not provide accounting or legal advice nor prepare any accounting or legal documents for the implementation of Client’s plan. Advisor will not be responsible for the acts or omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for Client’s account. Nothing herein shall constitute a waiver of any of the Client’s rights under federal or state securities laws.

3. **Financial Planning Services.** The Advisor will gather and analyze data concerning the Client’s goals, cash flow, debts, investments, insurance, estate issues, tax situation, employee benefits, risk tolerance, time horizon, and personal preferences in addition to any other data the Client wishes to include that is deemed pertinent to the financial planning process. This information is gathered through in-depth personal interviews designed to elicit the Client’s current financial status, family obligations, future goals, and attitudes toward risk. Related documents supplied by the client are carefully reviewed, along with a questionnaire completed by the Client. The Advisor then helps the Client set realistic goals, identify key financial issues concerning those goals, and prepare a list of recommendations and alternative strategies for achieving those goals. Implementation of the Advisor’s recommendations and alternative strategies comes next. The last step in the financial planning process is to periodically review and, if necessary, revise the plan. As a part of the financial planning engagement the Advisor will help the Client design and construct an initial investment portfolio consistent with Client’s financial constraints, objectives, time horizon, risk tolerance, and prevailing economic conditions.

Based upon information furnished by Client, Advisor may include the following steps as part of the financial planning services. The steps may include the following:

- (a) Conduct risk tolerance assessment.
- (b) Analyze current portfolio and holdings.
- (c) Select suitable investments that match client's risk tolerance and objectives.
- (d) Analyze proposed portfolio and holdings.
- (e) Provide a financial plan.
- (f) Review periodically and make changes as necessary.

4. **Trading Authorization.** Client understands that under this Financial Planning Agreement, Advisor does not have the authority to execute transactions in the Client's accounts or have authority to withdraw funds or to take custody of Clients' funds or securities.
5. **Client Responsibilities.** Client recognizes that the value and usefulness of the advisory services provided by Advisor will be dependent upon information they provide and upon their active participation in the formulation of investment objectives. Client will go through a comprehensive process to provide detailed information to Advisor. Client will also provide copies of documents (such as account statements) as Advisor reasonably requests to permit complete evaluation and implementation of portfolio decisions. During the engagement, Client is obligated to immediately notify Advisor of any changes in the Client's personal and financial situation.
6. **Client Authority.** If the Client is not a natural person, the Client represents and confirms the Advisor's engagement, pursuant to the terms of this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver all forms, corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other document as the Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents and agrees that the Advisor is not liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the HOIP Account(s) and that no restriction on disposition exist to any such property.
7. **Termination.** This Agreement may be terminated by any party effective upon receipt of written notice to the other parties ("**Termination Date**"). Client will be entitled to a refund of unearned fees, if any, based upon the time and effort completed prior to termination of the Agreement. No refunds will be made after completion of the plan. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.
8. **Services Not Provided.** The Advisor does not provide custody of assets or securities, discretionary investment management services, accounting, or legal advice.
9. **Confidentiality.** All information and advice furnished by Client to Advisor shall be treated as confidential and shall not be disclosed to third parties, except as permitted by the Client.
10. **Advisor Disclosure Statements.** Advisor is an Investment Advisor Representative ("**IAR**") registered with Redhawk Wealth Advisors, Inc. Advisor is a fee-only IAR, and as such does not accept commissions, fees, or other compensation for the implementation of portfolios.

11. **Basis of Advice.** Client acknowledges that Advisor obtains information from a wide variety of publicly available sources. Advisor does not have, nor does it claim to have sources of inside or private information. The recommendations developed by Advisor are based upon the professional judgment of Advisor and cannot guarantee the results of any recommendations. Client always shall elect unilaterally to follow or ignore completely, or in part, any information, recommendation, or advice given by Advisor under this Agreement.
12. **Non-Exclusive Advisory Services.** It is understood that Advisor performs investment advisory services for various clients. The Client agrees that Advisor may give advice and act with respect to any of its other Clients which may differ from advice given to the Client. Nothing in this Agreement shall limit or restrict Advisor from rendering investment advisory services to any other person or firm, or to engage in any other business activities so long as this Agreement or any extension, renewal or amendment hereof shall remain in effect, or until the Advisor shall otherwise consent.
13. **Other Agreements.** The Client acknowledges that nothing contained in this Agreement violates the terms and conditions of any other agreements to which Client may be bound.
14. **Limitation of Liability.** Client understands that risks are inherent in any investment and that some investment decisions will result in profits and others in losses. Client further understands that there is no guarantee that Client's investment objectives will be achieved. Advisor cannot assure a net profit, but only can give its best judgment to help achieve Client's investment goals. Advisor shall not be liable for any loss incurred regarding the Client's account, except where the loss directly results from such party's negligence or misconduct. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights, which Client may have under federal or state securities laws.
15. **Pre-Dispute Arbitration Agreement.** Any controversy or dispute that may arise between Client and Advisor concerning the HOIP Account, any transaction in or for the HOIP Account, or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in allocation as determined by the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- a. Arbitration is final and binding on all parties.
  - b. The parties are waiving their right to seek remedies in court, including the right to a jury trial, except to the extent such a waiver would violate applicable law.
  - c. Pre-arbitration discovery is generally more limited than and different from court proceedings.
  - d. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.
  - e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
  - f. 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 who 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: (a) the class certification is denied; (b) the class is decertified; or (c) 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.
  - g. The agreement to arbitrate does not entitle Client to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent

jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this Agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction. Client expressly agrees that any issues relating to the application of a statute of limitations or other time bar are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators.

- 16. Conflicts Among Client/Spouses.** Where Advisor provides services to two or more individuals (example: husband and wife), recommendations will be based on the specific goals stated by the Clients and will assume that the relationship between the individuals will continue.
- 17. Severability.** Each section of this Agreement and every provision therein shall be severable from every other section of this Agreement and any and every provision thereof, and the invalidity or enforceability of any section of provision shall not affect the validity of any other section of provision of this Agreement.
- 18. Notices.** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person or transmitted by facsimile (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (postage prepaid). All notices or communications to Client shall be sent to the address contained in Advisor's records.
- 19. Governing Law.** This Agreement and all the terms herein shall be construed and governed according to the laws of the State of Minnesota, without giving effect to principles of conflict of laws, if there is no inconsistency with federal laws.
- 20. Entire Agreement.** This Agreement represents the parties' entire understanding regarding the matters specified herein. No other agreements, covenants, representations or warranties, ex-press or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.
- 21. Amendments.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the parties.
- 22. Assignment.** This Agreement shall be binding on Client's heirs, executors, successors, administrators, conservators, and permitted assigns. This Agreement shall not be assigned by either party without the consent of the other with the exception that Advisor may assign this Agreement in full to a successor entity resulting from the sale or transfer of all or substantially all of its assets related to this Agreement, whether by sale of stock or assets, merger, change of control, operation of law, or otherwise.
- 23. Receipt of Redhawk Wealth Advisors Form ADV Part 2.** Client acknowledges receipt of the Redhawk Wealth Advisors Form ADV Part 2 and the Redhawk Wealth Advisors Form ADV Part 2 Appendix 1 as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV Part 2 and Part 2 Appendix 1 at least forty-eight (48) hours prior to execution of this Agreement, Client may cancel this Agreement within five (5) days of execution by giving written notice of cancellation to Advisor. This Agreement will not take effect until at least forty-eight (48) hours after the Client has received the Redhawk Wealth Advisors Form ADV Part 2, the Redhawk Wealth Advisors Form ADV Part 2 Appendix 1, and Redhawk Wealth Advisors has accepted this agreement.

**24. Privacy Policy.** Advisor is committed to maintaining the trust and confidence of Client. Advisor protects Client's privacy when collecting and using Client's information and takes necessary measures to safeguard that information. Keeping Client's information secure and private is a priority for Advisor. The following describes the Privacy Policy. During providing services to Client, Advisor collects non-public personal information about Client from the following sources:

- a. Information from financial planning profile and other standard forms (for example, name, address, social security number, assets, types and amounts of investments, transactions, and income);
- b. Information about investment account transactions from broker/dealers and third-party money managers, and other companies that work closely with Advisor to provide Client with diverse financial products and services (for example, account balances, types and amount of investments).

Keeping Client's information secure is one of Advisor's most important responsibilities. Advisor restricts access to nonpublic personal information to those employees and agents who need to know that information to provide products or services to Client. Advisor maintains physical, electronic, and procedural safeguards that comply with federal standards to guard Client's nonpublic personal information. Advisor does not sell, share or disclose Client's non-public information to non-affiliated third-party marketing companies. Advisor may disclose nonpublic personal information about Client under circumstances as permitted or required by law. These disclosures typically include information to process transactions on Client's behalf, to conduct operations, to follow Client's instructions as Client authorizes, or to protect the security of Advisor's financial records. If Client decides to close account(s) or become an inactive customer, Advisor will adhere to the privacy policies and practices as described in this Agreement. Advisor reserves the right to change this policy at any time and Client will be notified if any changes occur.

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**25. Redhawk’s Privacy Policy.**

**FACTS**

**WHAT DOES REDHAWK WEALTH ADVISORS DO WITH YOUR PERSONAL INFORMATION?**

**Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Assets and transaction history
- Investment experience and risk tolerance

When you are *no longer* our client, we continue to share your information as described in this notice.

**How?**

All financial companies need to share clients’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients’ personal information; the reasons Redhawk Wealth Advisors chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does Redhawk Wealth Advisors?	Can you limit this sharing?
<b>For our everyday business purposes–</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes–</b> to offer our products and services to you	YES	YES
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates’ everyday business purposes–</b> information about your transactions and experiences	NO	We do not share
<b>For our affiliates’ everyday business purposes–</b> information about your creditworthiness	NO	We do not share
<b>For our affiliates to market to you</b>	NO	We do not share
<b>For non-affiliates to market to you</b>	NO	We do not share



<b>To limit our sharing</b>	<p><b>Please note:</b></p> <p>If you are a new client, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our client, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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<b>Questions?</b>	Call: 952-835-4295
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**Who we are**

<b>Who is providing this notice?</b>	Redhawk Wealth Advisors
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**What we do**

<b>How does Redhawk Wealth Advisors protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Redhawk Wealth Advisors collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or give us contact information</li> <li>■ enter into an investment adviser contract or give us your income information</li> <li>■ tell us about your investment or retirement portfolio</li> </ul> <p>We also collect your personal information from other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing</p>

**Definitions**

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <b>NONE</b></li> </ul>
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Definitions	
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  ■ <b>NONE</b>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  ■ <b>NONE</b>
Other important information	

**26. HOIP Account Information.**

(a) **Please complete if you would like Redhawk to email you the following:**

Client consents to receive via e-mail, or other electronic delivery methods, various communications, documents, or notifications from Redhawk.

Provide the e-mail addresses that you want Redhawk to use.

<b>Client e-mail #1</b>	
<b>Client e-mail #2</b>	

Client agrees to immediately notify Redhawk of any change(s) to the above e-mail address(s) and to hold Redhawk harmless for non-delivery of any information that was not received by the Client due to changes that Redhawk was not informed.

(b) **Please complete if you don't want to receive Redhawk's Weekly Update via e-mail.**

No, I don't want to receive Redhawk's Weekly Update via e-mail.

(c) **Household Accounts.**

Please write in the accounts that you want to be under your household. The Client Fee is calculated using the household assets under management.

Master Household Account Name: \_\_\_\_\_

Master Household Account Number: \_\_\_\_\_

Name of Account to Household	Account Number	Relationship
Example: Jeremy Smith	999999999	Child

(d) **Investment Restrictions and Guidelines.**

Advisor agrees to follow the investment restrictions and guidelines of the Client as set forth below. (Please describe investment restrictions and guidelines below or attach a separate statement.)

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**EXHIBIT A****HOIP ACCOUNT FEES**

The Client Fee includes the Redhawk Administration Fee and the Advisor Fee for financial planning services fee.

**(a) Client Fee:**

1. \_\_\_\_\_ %  
HOIP Account Name Annual Client Fee

\_\_\_\_\_  
HOIP Account Number at Financial Institution

\_\_\_\_\_  
Financial Institution where HOIP Account Resides

2. \_\_\_\_\_ %  
HOIP Account Name Annual Client Fee

\_\_\_\_\_  
HOIP Account Number at Financial Institution

\_\_\_\_\_  
Financial Institution where HOIP Account Resides

3. \_\_\_\_\_ %  
HOIP Account Name Annual Client Fee

\_\_\_\_\_  
HOIP Account Number at Financial Institution

\_\_\_\_\_  
Financial Institution where HOIP Account Resides

4. \_\_\_\_\_ %  
HOIP Account Name Annual Client Fee

\_\_\_\_\_  
HOIP Account Number at Financial Institution

\_\_\_\_\_  
Financial Institution where HOIP Account Resides

5. \_\_\_\_\_ %  
 HOIP Account Name Annual Client Fee

\_\_\_\_\_  
 HOIP Account Number at Financial Institution

\_\_\_\_\_  
 Financial Institution where HOIP Account Resides

6. \_\_\_\_\_ %  
 HOIP Account Name Annual Client Fee

\_\_\_\_\_  
 HOIP Account Number at Financial Institution

\_\_\_\_\_  
 Financial Institution where HOIP Account Resides

*Example: Client is investing \$250,000 in a new HOIP Account and will have a total of \$1,250,000 in Household Assets (the \$1,250,000 includes the new account of \$250,000) at Redhawk. All household accounts are on the HOIP and the Client Fee is 1.00%*

*Monthly Client Fee: (\$1,250,000 times 1.00%) divided by 12 = \$1,041.67.*

(b) **Redhawk Administration Fee:**

Household Assets	Annual Redhawk Administration Fee
First \$1,000,000	0.15%
Next \$1,000,000	0.10%
Next \$1,000,000	0.09%
Next \$1,000,000	0.07%
Over \$4,000,000	0.05%

NOTE: Each account will be charged a minimum Administration Fee of \$50 per year (plus the Advisor Fee) or per Administration Fee Schedule (above), whichever is greater.

*Example: The average account value for the month for the Household is \$1,250,000. The monthly fee would be calculated as follows:*

*Monthly Redhawk Administration Fee: ((first \$1,000,000 times 0.15%) plus (next \$250,000 times 0.10%)). (\$1,500 + \$250) divided by 12 = \$145.83.*

(c) **Advisor Fee.** The Advisor Fee is included in the Client Fee and represents the remaining amount after the Redhawk Administration Fee is subtracted from the Client Fee.

*Monthly Advisor Fee: (Client Fee) minus (Redhawk Administration Fee). (\$1,041.67 - \$145.83) = \$895.84.*

(d) **Payment of Client Fee:** Select the payment method to pay for the Client Fee.

- From a non-qualified account at Redhawk. The Client Fee will be deducted from the non-qualified account monthly.

Redhawk Account Name: \_\_\_\_\_

Redhawk Account Number: \_\_\_\_\_

Type of Account: \_\_\_\_\_

- By credit card. You will be invoiced monthly via email with payment instructions.

**CREDIT CARD**

Please complete the information below and you will be sent an invoice to your email address. The email will contain instructions for you to pay the invoice electronically. Redhawk will not have access to your credit card information.

**Name on Card:** \_\_\_\_\_

**Amount to Invoice:** \$ \_\_\_\_\_

**Email Address** (for invoice): \_\_\_\_\_

\_\_\_\_\_  
**Client Name**

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

\_\_\_\_\_  
**Date**

**SECTION 2 - REQUIRED**

**SIGNATURES**

**Client Acknowledgement and Understanding of Agreements and Disclosures Included Herein.**

Client Name	Client Signature	Date
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Client Name	Client Signature	Date
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Client Name	Client Signature	Date
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Client Name	Client Signature	Date
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Client Name	Client Signature	Date
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**Advisor Acknowledgement and Understanding of Agreements and Disclosures Included Herein.**

Advisor Name	Advisor Signature	Date
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Dan E. Hunt		
Redhawk Wealth Advisors, Inc.	Signature	