

STANDARD OPEN INVESTMENT PLATFORM (“SOIP”) New SOIP Account Establishment Kit

CLIENT NAME: _____

This kit contains all the Redhawk Wealth Advisors, Inc. information and documents needed to establish a new institutional brokerage account. Please complete all the information and all parties should sign under Section 4.

All documents shown below are required to establish a new account.

- Section 1:** Financial Planning Agreement.
- Section 2:** Standard Open Investment Platform Discretionary Investment Advisory Agreement.
- Section 3:** Rollover Checklist for an ERISA account.
- Section 4:** Signatures.

These documents must be included as a separate attachment.

- Attachment 1:** Investment Policy Statement (“IPS”) from Riskalyze.

You can scan and email the kit to operations@redhawkwa.com.

Questions can be directed to:

1. operations@redhawkwa.com
2. (952) 835-4295

SECTION 1 - REQUIRED

Financial Planning Agreement

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. **Fee.** The fee for Financial Planning Services is provided on a flat rate, per engagement basis. The fee for this engagement will be: _____ and the fee is due upon execution of the Agreement. The fee payment options are included in Appendix A.

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 will include the following steps as part of the financial planning services using the Riskalyze and E-Valuator applications. The steps include the following:

- (a) Conduct online risk tolerance assessment and determine risk score.
 - (b) Analyze current portfolio and holdings.
 - (c) Select suitable investments that match client's risk score and objectives.
 - (d) Analyze proposed portfolio and holdings.
 - (e) Provide retirement map.
 - (f) Perform stress test on current and proposed portfolios.
 - (g) 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 SOIP 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 SOIP Account, any transaction in or for the SOIP 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.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document. **NOTICE: BY SIGNING THIS AGREEMENT, CLIENT IS AGREEING TO THE PRE-DISPUTE ARBITRATION PROVISION AND EACH PARTY TO THIS AGREEMENT REPRESENTS THAT IT HAS READ AND UNDERSTANDS THE FOREGOING PRE-DISPUTE ARBITRATION PROVISION.**

Appendix A

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

PERSONAL CHECK

Please make the check payable to: Redhawk Wealth Advisors, Inc.

Please give the check to your financial advisor.

SECTION 2 - REQUIRED

**Standard Open Investment Platform (“SOIP”)
Discretionary Investment Advisory Agreement**

This Agreement is entered among the **Client, Advisor**, and Redhawk Wealth Advisors, Inc. an SEC registered investment advisor (“**Redhawk**”). Client, being duly authorized, hereby agrees to employ and retain Advisor for the SOIP Account in accordance with the following terms and conditions (the “**Agreement**”).

1. Authority. Advisor shall have full power to direct, manage, and change the investment and reinvestment of the assets in the SOIP Account (as defined in Section 2 below), the proceeds thereof, and any additions thereto, and to take other action with respect to such assets, all without prior consultation with Client, in accordance with such investment restrictions and guidelines as described under Exhibit B as Client may impose. In providing all services hereunder, Advisor is entitled to rely on the financial information and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Advisor does not guarantee the investment performance of any of the investments in the SOIP Account.

2. The SOIP Account. The “**SOIP Account**” shall consist of such cash, securities, assets and other investments that Client shall, from time to time, place under the supervision and management of Advisor pursuant to this Agreement or that become part of the SOIP Account as a result of transactions therein or otherwise (collectively, the “**Assets**”). Client will determine which Assets will be transferred to or from the SOIP Account from time to time and shall provide Advisor with prior written notice of any such additions to or withdrawals from the SOIP Account. Except as otherwise instructed, in writing, by Client, all dividends, and interest or other income earned by the SOIP Account will be retained in the SOIP Account. The Client must have a minimum of \$2,500 (U.S.) to establish an SOIP Account.

3. Authority to Enter into Agreements and Execute Documents. The authority granted to Advisor pursuant to this Agreement shall include the authority to enter into agreements and execute any documents deemed by Advisor to be required, appropriate or necessary to provide the investment advisory services described herein.

4. Contributions of In-Kind Securities. Client may request that Advisor accept, upon the inception of the SOIP Account or from time to time thereafter, contributions of certain “in-kind” securities (“**In-Kind Securities**”). Client understands that: (i) in no event is Advisor required to accept any contribution of In-Kind Securities; and (ii) Advisor may, in its sole discretion, and upon notice to Client, reject any contribution of In-Kind Securities or terminate the ability of Client to make further contributions of In-Kind Securities. Client further understands that, although some or all of the In-Kind Securities contributed to the SOIP Account may have value for the SOIP Account, in the event In-Kind Securities contributed to the SOIP Account are deemed by Advisor, in its sole discretion, not to be consistent with Client’s investment objectives, as amended from time to time, Advisor may liquidate such In-Kind Securities as and when reasonably practicable and invest the proceeds in accordance with the Client’s investment objectives. Client acknowledges the liquidation of any such In-Kind Securities by Advisor will be at the expense and risk of Client and without regard to the tax consequences to Client.

5. Reports to Client. Advisor will send Client performance returns of the SOIP Account as soon as reasonably possible after the end of each quarterly period. Copies of confirmations of transactions executed and an inventory of investments will be sent promptly to Client by the Custodian (as defined in Section 6 below). Advisor does not assume responsibility for the accuracy of information furnished by the Custodian or any other party.

6. Custody. The assets in the SOIP Account shall be held in custody for safekeeping with a designated custodian for SOIP Account assets (the “**Custodian**”), which Client hereby represents has agreed to act as custodian for the SOIP Account in accordance with Advisor’s instructions. Advisor shall not act as custodian for the assets in the SOIP Account and shall not be liable to Client for any act, conduct or omission by the Custodian. Advisor is hereby authorized and empowered to issue instructions to the Custodian and to request information about the SOIP Account from the Custodian. Advisor shall not have authority to cause the Custodian to deliver Assets or pay cash to Advisor, other than with respect to Advisor directly billing the SOIP Account for the fee payable to Advisor under this Agreement in accordance with the Investment Advisors Act of 1940, as amended (the “**Advisers Act**”) and Rule 206(4)-2 thereunder or other applicable law. If the SOIP Account is subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended, (“**ERISA**”), Client understands that the Custodian shall be responsible for maintaining, and shall always maintain, custody of the SOIP Account’s Assets in accordance with Section 404(b) of ERISA, and any other applicable regulations and rulings thereunder. The custodian is designated under Exhibit B.

7. Brokerage. Where Advisor places orders for the execution of portfolio transactions for the SOIP Account, Advisor may allocate such transactions to such brokers and dealers for the execution on such markets, at such prices and at such commission rates as Advisor in good faith deems appropriate, taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also other relevant factors including, without limitation, execution capabilities, research and other services provided by such brokers or dealers for use by Advisor in connection with its management of any account over which it exercises investment discretion, provided that such research and services are in compliance with Section 28(e) of the Securities Act of 1934. Client may pay a commission on transactions more than the amount of commission another broker or dealer would have charged.

8. Aggregation and Allocation. Client understands that Advisor may aggregate purchase or sale orders for the SOIP Account with purchase or sale orders in a security for other clients’ accounts when such aggregation may result in a more favorable net result to all participating clients. However, Advisor is under no obligation to so aggregate orders. Client further acknowledges that circumstances may arise under which Advisor determines that, while it would be both desirable and suitable to aggregate client orders for a security or other investment, there is a limited supply or demand for the security or other investment. Under such circumstances, Client acknowledges that, while Advisor will seek to allocate such investment opportunities equitably over time, Advisor will not be required to assure equality of treatment among all its clients with respect to any opportunity transacted nor to assure that each such opportunity will be proportionally allocated among participating clients. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for the SOIP Account, Advisor may average the various prices obtained in an aggregated order and charge or credit all of the participating accounts with the average price at which the orders were filled for all such participating client accounts on each applicable day.

9. Confidential Relationship. All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law. For purposes

of this Section 9 and subject to any applicable law, rule or regulation, principals and affiliates of Advisor shall not be considered third parties. Additionally, Client hereby authorizes Advisor to share information about Client's account with Client's spouse. Client can revoke this authorization by written notice to Advisor.

10. Proxy Voting. Advisor does not vote Client proxies. Client is responsible for voting any such proxies. Advisor will instruct the Custodian to forward any proxy materials involving securities in the account to Client, and not to Advisor. The Custodian, and not Advisor, is responsible for timely transmission of any proxy materials to Client.

11. Lawsuits Involving SOIP Account Assets/Issuers. Except as otherwise required by ERISA, if applicable, Advisor shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the SOIP Account, or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Advisor will instruct the Custodian to forward any information concerning legal proceedings or corporate actions involving securities in the SOIP Account to Client, and not to Advisor. The Custodian, and not Advisor, is responsible for timely transmission of any relevant material to Client.

12. Non-Exclusive Contract. Client understands that Advisor acts as Advisor to other clients and may publish or give advice and act with respect to any other client which may differ from the timing or nature of action taken with respect to the SOIP Account. Client further understands that Advisor will not have any obligation to purchase or sell for the SOIP Account, or to recommend for purchase or sale by the SOIP Account, any securities which Advisor, its principals, affiliates, or employees may purchase or sell for any other client or themselves if in their opinion such transaction appears inadvisable for the SOIP Account. Client recognizes that transactions in a specific security may not be accomplished for all clients at the same time at the same price.

13. Liability. Subject to the requirements of ERISA, if applicable, Advisor shall not be subject to liability for: (i) any act or omission in the course of, or connected with, Advisor's performance of this Agreement, in the absence of willful misfeasance, bad faith or gross negligence on the part of Advisor, or reckless disregard by Advisor of its obligations and duties under this Agreement; (ii) any loss arising from the Advisor's adherence to instructions provided by Client or Advisor's compliance with Client's investment objectives, as amended from time to time; or (iii) any act or failure to act by the Custodian, or by any other third party. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client may have under any federal or state securities law or ERISA, if applicable. In some instances, federal and state securities law, including, but not limited to, the Advisers Act and ERISA, may impose liability or allow for legal remedies even where Advisor has acted in good faith. All actions taken by Advisor hereunder, either before or after the death or incapacity of the undersigned, but before receipt by Advisor of information of such death or incapacity, shall be binding upon Client and Client's legal representatives who shall hold Advisor harmless hereunder from all liability arising from such action so taken.

14. Disclaimers and Limitations. Client's investments are subject to risks associated with investing in securities, including various market, currency, economic, political and business risks. Advisor does not guarantee the performance of Client's investments or guarantee that Advisor's investment advice or strategies will be successful or that Client's investment objectives will be met.

15. Agreement Not Assignable. No assignment (as that term is defined in the Advisers Act) of this Agreement may be made by either party without consent of the non-assigning party. For purposes of determining Client consent in the event of an assignment, Advisor will send Client written notice of the Assignment. If Client does not object in writing within sixty (60) days of sending of such notice, Client will be

deemed to have consented to the assignment. This Agreement and all subsequent amendments shall inure to the benefit of the successor and assigning of the parties hereto.

16. Advisor Representations. Advisor represents that it is registered as an investment Advisor under the Advisers Act and that such registration is currently effective. If the SOIP Account is subject to ERISA, Advisor represents that it is an “investment manager” (as that term is defined by ERISA) and acknowledges that it is a “fiduciary” (as that term is defined by ERISA) with respect to the SOIP Account.

17. Client Representations. Client represents that employment of Advisor, including the right to make decisions with respect to the voting of proxies, if granted, is authorized by, has been accomplished in accordance with, and does not violate, the documents governing the SOIP Account. Client will furnish Advisor with true copies of all governing documents. If the SOIP Account is subject to ERISA: (i) Client acknowledges that it is a “named fiduciary” with respect to control or management of the assets of the SOIP Account; (ii) Client agrees to obtain and maintain a bond, satisfying the requirements of Section 412 of ERISA, and to include Advisor and its agents among those insured under that bond; and (iii) Client represents that Advisor’s investment strategy is appropriate for the SOIP Account’s assets. Client represents that it is authorized to appoint Advisor as investment Advisor for the SOIP Account and that Client’s execution of this Agreement does not violate any obligation to which Client is bound whether under law or contract.

18. Termination. Any of the parties may terminate this Agreement in whole, or in part, at any time before the date of expiration, with thirty (30) days written notice prior to the end of the quarter. This Agreement will automatically renew each year unless thirty (30) days written notice is provided by either party wishing to terminate the Agreement. Such termination shall not, however, affect liabilities or obligations incurred or arising from transactions initiated under this Agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this Agreement.

- (a) Upon termination, Client shall have the exclusive responsibility to monitor the securities in the SOIP Account, and neither Redhawk nor the Program Managers shall have any further obligation to act or advise with respect to those assets.
- (b) If Client terminates this Agreement within five (5) business days of its signing, Client shall receive a full refund of all fees and expenses.
- (c) This Agreement may be canceled at any time, by either party, for any reason upon receipt of thirty (30) days written notice. Upon termination of any account, any prepaid, unearned fees will be promptly refunded. In calculating a Client’s reimbursement of fees, Redhawk will pro rate the reimbursement according to the number of days remaining in the billing period.
- (d) If Advisor’s association with Redhawk terminates for any reason:
 - (i) Redhawk will assume the terms and conditions of this Agreement immediately and become the advisor of record for all Client SOIP Accounts held at Redhawk, and
 - (ii) both the Redhawk fee and Advisor fee will be paid to Redhawk as further described under Section 20.

19. Communications. Instructions with respect to securities transactions may be given orally or via email or facsimile and where deemed necessary, shall be confirmed in writing as soon as possible. Notices required to be given under this Agreement, but not including reports to clients, shall be delivered by hand or by overnight mail or sent by certified or registered mail and shall be deemed given when received at the address specified, and, as to the Custodian, at such address as it may specify to Advisor in writing, or at

such other address as a party to receive notice may specify in a notice given in accordance with this provision. Advisor may rely on any notice from any person reasonably believed to be genuine and authorized.

20. Fees. For the Advisor's services, Client will pay a management fee monthly in arrears based on the average daily value of the SOIP Account in accordance with the Schedule of Fees set forth on Exhibit A, unless otherwise agreed to in writing by both parties ("**Fee**"). The Fee is based on all SOIP Accounts that pertain to all members of an immediate family or all related businesses of a company ("**Household**")

- (a) The 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 Fee multiplied by the average daily value of the SOIP Account, as reported by the Custodian.
- (b) The Fee will continue to be charged each month if there are Assets in the SOIP Account.
- (c) The Fee Schedule may be revised by Redhawk, at its discretion, upon notice to Client, and the new Fee Schedule will be in effect as of the first calendar month beginning thirty (30) days or more after Redhawk provides notice of such revision.
- (d) Client will provide Custodian with such documentation as Custodian requests authorizing and directing Custodian to deduct the Fees from the SOIP Account and to pay Redhawk and Program Managers their Fees upon submission of a Fee invoice (which may be electronic) to Custodian.
- (e) The value of the SOIP Account and the value of any asset in the SOIP Account shall be the value reflected on Custodian's statements or on Custodian's internal system. In the event Custodian does not value any asset, the asset shall be valued by Redhawk in such manner as it shall determine in good faith to reflect its fair value, in accordance with generally accepted industry standards. Money market accounts and bank accounts, if any, shall be valued as of the valuation date.
- (i) Client may make additions to or withdrawals from the SOIP Account at any time, subject to Redhawk's right to terminate the SOIP Account if it falls below the minimum account size stated in Redhawk's Form ADV Part 2A. Client may withdraw SOIP Account assets upon notice to Redhawk, subject to usual and customary securities settlement procedures.
- (j) Client shall be solely responsible for all commissions, redemption fees, other transaction charges, and any charges relating to the custody of securities in the SOIP Account. The Fee covers only the investment management services provided by Redhawk and the Program Managers and does not include brokerage commissions, trading or transaction costs, redemption fees, mark-ups, mark-downs, dealer spreads or other costs associated with the purchase and sale of securities, Custodian fees, interest, taxes, or other SOIP Account expenses. Client shall be solely responsible for these additional expenses. Client understands that, in addition to the Fee under this Agreement, shareholders of each mutual fund or exchange traded funds ("**ETF**" or "**ETFs**") in which the SOIP Account may be invested will also be charged investment advisory fees and other expenses which are disclosed in each fund's prospectus or summary disclosure. Client further understands that the mutual funds and ETFs recommended or purchased through this Agreement may be available directly without paying the Fee.

21. Disclosure. Client acknowledges that he/she has received prior to, or contemporaneously with, entering into this Agreement: (i) Part 2 of the Advisor's current Form ADV, or other brochure furnished pursuant to Rule 204-3 under the Advisors Act (the Advisor's "**Brochure**"); and (ii) to the extent required by Regulation S-P (or similar federal or state law or regulations), a copy of the Advisor's Privacy Notice (collectively, the "**Disclosure Documents**"). Client further acknowledges that he/she has, together with representatives of Advisor, carefully reviewed this Agreement and any applicable Disclosure Documents or other documents provided in connection herewith and has had the opportunity to discuss such materials with representatives of Advisor prior to execution of this Agreement.

22. Severability. If any provision in this Agreement is invalid or unenforceable by appropriate authority under the law of any jurisdiction applicable to this Agreement, this Agreement shall continue in full force and effect as if such provision were omitted, unless such omission would substantially impair the rights or benefits of either party, and, to that extent, the provisions of this Agreement shall be deemed to be severable.

23. Amendment and Waiver. Except as provided in Section 18 above, Advisor may amend this Agreement at any time provided Advisor notifies Client in writing thirty (30) days in advance. Advisor may presume Client has consented to any amendment if it has not received any written objection thereto from Client at the end of the thirty (30) day period. In the event Client, during such thirty (30) day period, notifies Advisor of its objection to any such amendment or of its election to terminate this Agreement, such amendment shall not be given effect. The failure to insist on strict compliance with this Agreement will not constitute a waiver of rights under the Agreement.

24. Pre-Dispute Arbitration Agreement. Any controversy or dispute that may arise between Client and Advisor concerning the SOIP Account, any transaction in or for the SOIP 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 a location 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) 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: (i) the class certification is denied; (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.
- (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.

25. Captions. The captions in this Agreement are included for convenience of reference only and in no way define or delimit any of the provisions hereof or otherwise affect their construction or effect.

26. Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to management of the SOIP Account and supersedes all prior agreements, negotiation, representations and proposals, whether written or oral.

27. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the law of the State of Minnesota, without giving effect to the conflict of law principles thereof. Notwithstanding the foregoing, nothing herein will be construed in any manner inconsistent with the Advisors Act or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder and applicable to Advisor or with ERISA or any regulation or ruling promulgated thereunder, the extent applicable.

28. Survival. The provisions of Sections 9, 18 and 24 will survive the termination of this Agreement.

29. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same document.

[The remainder of this page is intentionally left blank]

30. 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?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
For our marketing purposes— to offer our products and services to you	YES	YES
For joint marketing with other financial companies	NO	We do not share
For our affiliates' everyday business purposes— information about your transactions and experiences	NO	We do not share
For our affiliates' everyday business purposes— information about your creditworthiness	NO	We do not share
For our affiliates to market to you	NO	We do not share
For non-affiliates to market to you	NO	We do not share

To limit our sharing	<p>Please note:</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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Questions?	Call: 952-835-4295
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Who we are

Who is providing this notice?	Redhawk Wealth Advisors
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What we do

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

Definitions

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

31. Client Acknowledgements and Signatures.

All principals of Client must sign. Corporate officers, limited liability company members, partners, and fiduciaries must indicate the capacity in which they are acting. This Agreement may be executed in counterparts and shall be binding on the parties as if executed in one document. Client acknowledges that the information in the IPS is a reasonable analysis of the financial situation, investment goals and objectives of the Client. The Client also acknowledges that any restrictions may affect the performance of the SOIP Account and may have variations from a similarly managed account with no restrictions. The Client acknowledges that these variations could result in positive or negative performance differences for the SOIP Account as compared to the performance composite of the investment program.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE PRE-DISPUTE ARBITRATION CLAUSE, AND REDHAWK’S PRIVACY POLICY.

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32. Client Information and Documents.
(a) Source of Redhawk Account Funding

Transfer Options (1-4)	1 Transfer form and official statement	2 Contra firm transfer forms	3 Sending a check*	4 LPOA for established account
Redhawk Account Number:				
Expected Amount	\$	\$	\$	\$
Redhawk Account Number:				
Expected Amount	\$	\$	\$	\$
Redhawk Account Number:				
Expected Amount	\$	\$	\$	\$
Redhawk Account Number:				
Expected Amount	\$	\$	\$	\$
Redhawk Account Number:				
Expected Amount	\$	\$	\$	\$

*Checks should be made out as follows:

Custodian	Make Check Out to:	Mail Check to:
TD Ameritrade	"TD Ameritrade FBO [insert client name]" with the account number listed in the memo line.	TD Ameritrade 7801 Mesquite Bend Drive, Suite 112 Irving, TX 75063-6043
Schwab	"Charles Schwab & Company FBO [insert client name]" with the account number listed in the memo line.	Regular Mail: Charles Schwab & Company Attn AS Document Control P.O. Box 982600 El Paso, TX 79998-2600 Overnight Mail: Charles Schwab & Company Attn AS Document Control 1945 Northwestern Drive El Paso, TX 79912

(b) **Special instructions upon receipt of funds:**

(c) **Please choose how you would like your dividends and capital gains payments treated:**

- I would like them automatically reinvested.
- I do not want them reinvested (please check one of the following below).
 - I would like to receive a distribution sent via check to the address of record.*
 - I would like them deposited into the Money Market account I have selected.

**For qualified accounts, you must fill out a distribution form.*

(d) **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. These items may include but are not limited to:

- Statements or reports.
- Billing invoices.
- Weekly Update.
- Investment company brochures (ADV Part 2A, 2B, Wrap Program, etc.).
- Privacy policy statement.
- Any other notices or documentation that Redhawk chooses to provide on an ongoing or occasional basis.

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

Client e-mail #1	
Client e-mail #2	

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.

(e) **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.

33. SOIP Account Information.

Please write in the SOIP Account name and number below:

1. _____
 Account Name Account Number

_____ % or \$ _____
 Portfolio/Investment Name % to Invest Dollar Amount to Invest

2. _____
 Account Name Account Number

_____ % or \$ _____
 Portfolio/Investment Name % to Invest Dollar Amount to Invest

3. _____
 Account Name Account Number

_____ % or \$ _____
 Portfolio/Investment Name % to Invest Dollar Amount to Invest

4. _____
 Account Name Account Number

_____ % or \$ _____
 Portfolio/Investment Name % to Invest Dollar Amount to Invest

5. _____
 Account Name Account Number

_____ % or \$ _____
 Portfolio/Investment Name % to Invest Dollar Amount to Invest

Note: The amount invested in each investment must meet the minimum amount allowed.

34. Household Accounts.

Please write in the accounts that you want to be under your household. Fees are 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

[The remainder of this page is intentionally left blank]

EXHIBIT A

SOIP ACCOUNT FEES

1. SOIP Account Assets. Client wants Advisor to manage the assets that are listed on the attached statement. (Please attach a custodial or other inventory of assets)

2. Brokerage and Custody of SOIP Account Assets. Transactions will be executed through the named brokerage firm below. Additionally, the assets to be managed under this agreement will be held in a custodial account. Please check one:

- Schwab
- TD Ameritrade

3. Investment Advisory Fees. The annual advisory fees for services provided under this agreement will be as follows:

- 0.00%
- 0.25%
- 0.50%
- 0.75%
- 1.00%
- 1.25%
- 1.50%
- 1.75%
- 2.00%

4. Administration Fees. The annual administration fees for services provided under this agreement will be as follows:

SOIP Household Assets	Administration Fees
\$2,500 - \$99,999	0.25%
\$100,000 - \$249,999	0.20%
\$250,000 - \$499,999	0.15%
\$500,000 - \$999,999	0.10%
\$1,000,000 or more	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: Average account value for the month for the Household is \$1,500,000. The monthly fee would be calculated as follows:

- a. $(\$99,999 \text{ times } 0.25\%) \text{ times } 1/12 = \20.83
- b. $(\$249,999 - \$99,999) \text{ times } 0.20\% \text{ times } 1/12 = \25.00
- c. $(\$499,999 - \$249,999) \text{ times } 0.15\% \text{ times } 1/12 = \31.25
- d. $(\$999,999 - \$499,999) \text{ times } 0.10\% \text{ times } 1/12 = \41.67
- e. $(\$1,500,000 - \$999,999) \text{ times } 0.05\% \text{ times } 1/12 = \20.83
- f. **Total Fee for the month: $\$20.83 + \$25.00 + \$31.25 + \$41.67 + \$20.83 = \139.58 .**

EXHIBIT B

SOIP ACCOUNT 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.)

[The remainder of this page is intentionally left blank]

SECTION 3 - OPTIONAL
ROLLOVER CHECKLIST FOR AN ERISA ACCOUNT

1. Is there an ERISA qualified account transferring (rollover from a qualified retirement plan)?
 - Yes (please complete Section 3).
 - No (skip Section 3).

2. Please complete the following for each rollover:

Name/Account Number of Rollover	Owner of the Rollover	Where is the Rollover Coming from?

INTRODUCTION

As an Advisor operating as a fiduciary, you are required to comply with the Impartial Conduct Standards when you recommend that a Client or potential Client roll over assets from an ERISA account (which includes a qualified retirement plan) into a rollover IRA. You are required to document the specific reasons why this recommendation is in the best interest of the Client. To make a recommendation, you will need information about the client’s ERISA account, which may be available from the following sources:

- (a) Recent Retirement Plan Statements from the Client. If the ERISA account is in a qualified retirement plan and the Client directs their own investments, then the Client will receive information on all the investments available under the plan, including performance and fees, at least quarterly. This information may also be available via a website maintained by the plan administrator or the recordkeeper.

- (b) Participant 404(a)(5) Disclosure. If the ERISA account is in a qualified retirement plan and the Client directs their own investments, then the Client will receive a 404(a)(5) annually from the plan administrator or the recordkeeper.
- (c) Summary Plan Description (SPD) from the Client. If the ERISA account is in a qualified retirement plan, this document may provide additional information on the retirement plan and its investments.
- (d) Required Notice of Distribution Options. If the ERISA account is in a qualified retirement plan, this document is required under section 402(f) of the Internal Revenue Code and must be provided by the plan administrator to each recipient of an eligible rollover distribution. The 402(f) notice discusses the income tax implications of various distribution options and typically is “generic,” but may provide some insight into the specifics of the retirement plan.
- (e) Participant Request to Plan Administrator or Recordkeeper. If the ERISA account is in a qualified retirement plan, the Client may need to ask the plan administrator or recordkeeper about the retirement plan features and investments. Some plans will respond to inquiries from third parties, such as advisors, with Client consent. If, however, the Advisor is unable to obtain the information even after fair disclosure to the participant of its significance, then the Advisor may rely on alternative data sources. Such sources may include publicly available information via the retirement plan’s Form 5500 filings or reliable benchmarks on typical fees and expenses for plans of the same type and size.

CHECKLIST

The following checklist details factors that you should consider in making a rollover recommendation to your Client. Please note that these factors are not exclusive, and other factors may be relevant in formulating a recommendation for a client or potential client.

- 1. What are the Client’s alternatives to a rollover, including leaving the money in the current retirement plan or IRA, rolling it to a new plan, or transferring it to a rollover IRA?

- 2. What are the fees and expenses that the Client is currently paying in their ERISA account?

3. Are there other fees and expenses associated with the ERISA account? For example, fees for investment advice, transaction fees, or advisor fees?

4. Would the Client benefit from availability of other features available in the retirement plan but not an IRA? Or vice versa? Such as penalty-free withdrawals between 55 and 59-1/2, plan loans, and protection from legal judgements?

5. Are there any other reasons why your recommendation would be in the best interest of your Client?

[The remainder of this page is intentionally left blank]

SECTION 5 - REQUIRED

SIGNATURES

Client Acknowledgement and Understanding of Agreements and Disclosures Included Herein.

Client Name	Client Signature	Date
Client Name	Client Signature	Date
Client Name	Client Signature	Date
Client Name	Client Signature	Date
Client Name	Client Signature	Date

Advisor Acknowledgement and Understanding of Agreements and Disclosures Included Herein.

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