



## 403(b) / 457(b) New Account Establishment Kit

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

This kit contains all the Redhawk Wealth Advisors, Inc. information and documents needed to establish a new retirement brokerage account. Please complete all the information and all parties should sign under Section 3.

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

- Section 1:** Financial Planning Agreement.
- Section 2:** 403(b) / 457(b) Investment Management Agreement.
- Section 3:** 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](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

These Agreements are entered by the **Client** and the **Advisor**. In consideration of the mutual benefits to be derived from these Agreements, 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(b), 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 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 Account, any transaction in or for the 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 Redhawk Wealth Advisors Form ADV Part 2 as required by Rule 204-3 under the Advisers Act. Unless Client received said Form ADV Part 2 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 Redhawk Wealth Advisors Form ADV Part 2 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.

[The remainder of this page intentionally left blank.]

**SECTION 2 - REQUIRED****403(b) / 457(b) INVESTMENT MANAGEMENT AGREEMENT**

This Agreement is entered among the **Client** and Redhawk Wealth Advisors, Inc., an SEC registered investment advisor ("**Redhawk**"). Client, being duly authorized, hereby agrees to employ and retain Redhawk to act as investment manager for the 403(b) / 457(b) Account (the "**Account**" or collectively the "**Accounts**") in accordance with the following terms and conditions (the "**Agreement**").

**Recitals.** Redhawk offers a 403(b) / 457(b) Account Program (the "**Program**"), which provides clients with access to the investment management services of certain investment managers selected and monitored by Redhawk (the "**Program Managers**"). In the Program, Redhawk will act as a "manager of managers" by selecting, monitoring and replacing Program Managers, and allocating and/or reallocating the Account among Program Managers, all as provided in this Agreement. Redhawk provides discretionary advisory services for the Account for a single all-inclusive fee. The discretionary advisory services include:

**Redhawk Discretionary Advisory Services**

- Investment manager due diligence.
- Investment manager selection, monitoring and replacement.
- Ongoing discretionary investment management.
- Portfolio personalization.
- Quarterly account statements.
- Weekly Update commentary and portfolio signals.
- Fee billing.
- Custody and clearance of securities included at no additional charge.
- Execution of security transactions and costs included at no additional charge.

**1. Client Information.**

- (a) A financial advisor that has entered into either a Solicitor Agreement or Investment Advisor Representative Agreement with Redhawk (the "**Advisor**") will obtain from the Client information regarding the Client's financial situation, investment objectives, financial goals, tolerance for risk, and investment time horizon (all referred to as the "**Suitability Information**"). Based on the Suitability Information, Redhawk will recommend an initial allocation of the Account among the Program Managers, taking in to consideration the investment styles, strategies, risks, and potential benefits of each Program Manager.
- (b) Client acknowledges that Redhawk will rely on the Suitability Information that Client has provided. Client agrees to notify Advisor promptly, in writing, of any change to the Suitability Information, including any change to any investment objectives, risk tolerance, investment time horizon, and any investment policies, guidelines, or reasonable restrictions that Client has provided. Client shall provide Advisor with additional information as Redhawk may request from time to time to assist in managing the Account. Redhawk shall not have any liability for Client's failure to provide Redhawk with accurate or complete information.



2. **Account.**

- (a) Client will open an account (the “**Account**”) with a custodian, as designated in this Agreement (the “**Custodian**”) and will deposit cash into the Account.
- (b) The Account shall consist of such cash, securities, assets and other investments that are approved by Redhawk (collectively, the “**Assets**”). Except as otherwise instructed in writing by Client, all dividends, interest, or other income earned by the Account will be retained in the Account.
- (c) The Account will maintain a target cash amount of 2.00% with a minimum cash amount of 1.50% and never less than \$25.

3. **Authority.** Client grants Redhawk full authority and discretion to direct, manage, and change the investment and reinvestment of the assets in the Account without prior consultation with Client. In providing all services hereunder, Redhawk 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. Redhawk does not guarantee the investment performance of any of the investments in the Account.

4. **Investment Selection, Monitoring, Replacement, and Reallocation of the Account.** On a continuous basis, Redhawk will have full discretion to select, monitor, or replace the investments in the Account. Redhawk will re-allocate the Account monthly at the end of each calendar month. Additionally, Redhawk will have full discretion to hire and fire the Program Managers and may allocate and/or reallocate the Account among the Program Managers.

5. **Custody.** The assets in the Account shall be held in custody for safekeeping with a custodian designated by Redhawk for Account assets (the “**Custodian**”). Redhawk shall not act as custodian for the assets in the Account and shall not be liable to Client for any act, conduct or omission by the Custodian. Redhawk is hereby authorized and empowered to issue instructions to the Custodian and to request information about the Account from the Custodian. Redhawk shall not have authority to cause the Custodian to deliver Assets or pay cash to Redhawk, other than with respect to Redhawk directly billing the Account for the fee payable to Redhawk under this Agreement in accordance with the Investment Advisers Act of 1940, as amended (the “**Advisers Act**”) and Rule 206(4)-2 thereunder or other applicable law. The 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 Account’s Assets in accordance with Section 404(b) of ERISA, and any other applicable regulations and rulings thereunder. The designated Custodian for the Account is Fidelity Investments.

6. **Custody and Reporting.** Custodian will take and maintain possession of the cash, securities and other assets in the Account. Redhawk shall not have any access to the assets in the Account or to the income produced therefrom, except in the ordinary course of effecting transactions for the Account or otherwise performing their obligations under this Agreement. Redhawk shall not be responsible for any acts or omissions of the Custodian. Custodian will send an electronic statement to Client at least quarterly indicating all amounts disbursed from the Account, all transactions occurring in the Account during the period covered by the electronic statement, and a summary of the Account positions and portfolio value at the end of the period. Client agrees to permit Redhawk to electronically view and download Account information.



**7. Fees.**

- (a) The Account shall pay an investment management fee (the “Fee”) according to the Fee Schedule under Section 7(j) of this Agreement.
- (b) 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 ending monthly value of the Account, as reported by the Custodian.
- (c) The Fee will continue to be charged each month if there are Assets in the Account.
- (d) 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 30 days or more after Redhawk provides notice of such revision.
- (e) Client will provide Custodian with such documentation as Custodian requests authorizing and directing Custodian to deduct the Fees from the Account and to pay Redhawk their Fees upon submission of a Fee invoice (which may be electronic) to Custodian.
- (f) The value of the Account and the value of any asset in the Account shall be the value reflected on Custodian’s statements or on Custodian’s internal system.
- (g) Assets deposited into the Account after the beginning of a calendar month shall be charged a Fee based upon the ending monthly value.
- (h) The Fees include the following:
  - i. All commissions and other transaction charges.
  - ii. Charges relating to the custody of securities.
  - iii. Investment management services provided by Redhawk and the Program Managers.
  - iv. Advisory services provided by the Advisor.
  - v. Brokerage commissions, mark-ups, mark-downs, dealer spreads or other costs associated with the purchase and sale of securities.
  - vi. Custodian fees.
- (i) Client understands that, in addition to the Fee under this Agreement, shareholders of each mutual fund in which the 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.
- (j) The Fee Schedule for the Account is described below:

Account Assets	Investment Manager Fee	Advisor Fee	Total Investment Management Fee
\$0 - \$499,999	0.875%	0.875%	1.75%
\$500,000 - \$999,999	0.750%	0.750%	1.50%
\$1,000,000 or more	0.500%	0.500%	1.00%

*Example: Client has \$550,000 in an Account.*

*Monthly Fee Calculation for Client: (\$550,000 times 1.50%) divided by 12 = \$687.50.*



- 30. Non-Exclusive Relationship; Other Compensation.** Client acknowledges and agrees that Redhawk and the Program Managers may act as investment managers to other clients and receive fees for such services. The advice given, and the actions taken with respect to such clients and Redhawk's or Program Manager's own accounts may differ from advice given or the timing and nature of action taken with respect to Client's Account. Client further recognizes that transactions in a specific security may not be accomplished for all clients' accounts at the same time or at the same price. Client also acknowledges that in managing the Account, Redhawk may purchase or sell securities in which Redhawk, its officers, directors, or employees, directly or indirectly, have or may acquire a position or interest.
- 31. Proxy Voting.** Neither Redhawk nor the Program Managers shall have any obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities held by an Account. Client (or the plan fiduciary in the case of an Account subject to the provisions of the Employee Retirement Income Security Act of 1974 ["ERISA"]), expressly retains the authority and responsibility for, and Redhawk and the Program Manager are expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.
- 32. Assignment.** Redhawk may assign this Agreement in full to a successor entity resulting from the sale or transfer of all or substantially all Redhawk's assets related to this Agreement, whether by sale of stock or assets, merger, change of control, operation of law, or otherwise.
- 33. Termination.** Any of the parties may terminate this Agreement in whole, or in part, at any time before the date of expiration, with 30 days written notice prior to the end of the month. This Agreement will automatically renew each year unless 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 and manage the investments in the 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. As disclosed above, certain fees are paid in advance of services provided. 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, Redhawk will assume the terms and conditions of this Agreement immediately and become the advisor of record for the Client's Account held at Redhawk.
- 12. Termination of Discretion.** Each grant of discretion to Redhawk in this Agreement shall remain in full force and effect until terminated by Client or Redhawk pursuant to Section 11 of this Agreement, or until Redhawk receives notice of Client's death. The termination of any grant of discretion shall constitute a termination of this Agreement. If, in the event of Client's death, Redhawk has acted in good faith pursuant to a grant of discretion without actual knowledge of Client's death, any action so taken, unless otherwise invalid or unenforceable, shall be binding on Client's successors in interest.



**13. Representations.**

- (a) Redhawk represents that it is registered as an investment advisor with the Securities and Exchange Commission ("**SEC**") under the Advisers Act of 1940 and is authorized and empowered to enter into this Agreement.
- (b) Client represents and confirms that: (i) Client has full power and authority to enter into this Agreement; (ii) the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; and (iii) this Agreement has been duly authorized and shall be binding according to its terms.
- (c) If this Agreement is entered by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Redhawk are within the scope of the services and investments authorized by the governing instruments of, and laws and regulations applicable to Client. Such trustee or fiduciary further represents and warrants that he or she is duly authorized to negotiate the terms of this Agreement and enter into and renew this Agreement. The trustee or fiduciary shall provide Redhawk with copies of the governing instruments authorizing establishment of the Account. The trustee or fiduciary undertakes to advise Redhawk of any material change in his or her authority or the propriety of maintaining the Account.

**14. ERISA Accounts.** The Account is subject to the provisions of the Employment Retirement Income Security Act of 1974, as amended ("**ERISA**") or corresponding provisions of the Internal Revenue Code, as amended (the "**IRC**"), Redhawk acknowledges that it is a "fiduciary" (as defined in ERISA and the IRC respectively) with respect to performing its duties under this Agreement. Client agrees that the Plan provides appropriate ERISA bonding for the Account. Client represents that any instructions that have been given to Redhawk regarding the Account, are consistent with applicable plan and trust documents. Client agrees to furnish Redhawk with copies of such governing documents. The person signing this Agreement on behalf of Client also acknowledges its status as a "named fiduciary" (as defined in ERISA and the IRC respectively) with respect to the control and management of the assets held in the Account and agrees to notify the Advisor and Redhawk promptly of any change in the identity of the named fiduciary with respect to the Account. Client also acknowledges that the Account is only a part of the plan's assets, and that Redhawk is not responsible for overall compliance of such investments with the requirements of ERISA or any other governing law or documents.

**15. Risk and Liability.** Redhawk shall manage only the securities, cash and other investments held in Client's Account. Client recognizes that there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Redhawk shall not be liable for any error in judgment or for any investment losses in the Account in the absence of malfeasance, negligence or violation of applicable law. Neither Redhawk nor any Program Manager shall be responsible for any loss incurred by reason of any act or omission of Client, Custodian, any broker-dealer, or any other third party. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

**16. Legal Proceedings.** Redhawk shall not render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies. Client hereby expressly retains the right and obligation to take such legal action relating to any such investments held in the Account.



- 17. 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 Redhawk should be sent to its President, at its principal business office. All notices or communications to Client shall be sent to the address contained in Redhawk's records.
- 18. 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.
- 19. Entire Agreement.** This Agreement represents the parties' entire understanding regarding the matters specified herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.
- 20. Severability.** If any part of this Agreement is found to be invalid or unenforceable by statute, rule, regulation, decision of a tribunal, or otherwise, it shall not affect the validity or enforceability of the remainder of this Agreement. To this extent, the provisions of this Agreement shall be deemed to be severable.
- 21. Disclosure Documents.** Client acknowledges receipt of: (a) Redhawk's Form ADV Part 2A and (b) each Program Manager's Form ADV Part 2A or summary prospectus. Client also acknowledges that Client has reviewed and understands the risk factors and the fees associated with the Account.
- 22. Amendments.** Redhawk shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective as of the first calendar month beginning 30 days or more after Redhawk provides notice of such modification, or such later date as is established by Redhawk. All other amendments must be in writing and signed by Redhawk.
- 23. Pre-Dispute Arbitration Agreement.** Any controversy or dispute that may arise between Client and Redhawk, concerning the Account, any transaction in or for the 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 into 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.**
  - (c) **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.**



- (d) **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**
- (e) **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.**
- (f) **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.**

#### **24. Miscellaneous.**

- (a) The effective date of this Agreement shall be the date of its acceptance by Redhawk.
- (b) All paragraph headings are for convenience of reference only, do not form part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.
- (c) 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.

#### **25. Redhawk's Privacy Policy.**

Redhawk values the trust that clients have placed in Redhawk and are committed to the responsible management, use, and protection of their personal information. Please take a moment to review this Privacy Policy to learn how we protect your information and use it to service your account(s). As you read this document, please note that federal privacy laws only apply to individuals who have purchased a financial product or service for personal, family, or household purposes.

##### **(a) Information We Collect from You**

Redhawk collects personal information about its customers to help it serve their financial needs, process transactions in their account(s), provide customer service, offer new products or services, and fulfill legal and regulatory requirements. Redhawk collects information about its customers from the following sources:

- (i) Information provided to us, our affiliates, or our advisor representatives by our customers (such as on account applications and related forms, in discussions with our employees and advisor representatives, or through our website).
- (ii) Information gathered from our internal files regarding the customer's transaction history with us (such as products or services purchased, account balances, trading history, and



payment history), as well as that provided by information service companies and consumer reporting agencies (such as transactions or credit relationships with unaffiliated third parties).

- (iii) Information provided by other unaffiliated third parties, including employers, associations, plan benefit sponsors, and other institutions, if the customer transfers positions or funds to us.

This information may include “nonpublic, personal information,” which means information that is not readily known or accessible in the public realm, such as the customer’s social security number, birth date, net worth, assets, income, and medical information (if applying for insurance), as well as the fact that the customer has an account with us.

**(b) Sharing Information**

Pursuant to federal law, we may not disclose a customer’s nonpublic personal information without his/her prior consent, unless the disclosure is needed to:

- (i) provide the services requested by the customer, including:
  - 1. clearing, transferring, confirming, or reconciling transactions in the customer’s account(s); and
  - 2. providing statements or other records regarding the status or value of the customer’s account(s);
- ii) provide the customer with marketing materials regarding our products and/or services, as well as those offered pursuant to joint agreements with our affiliates or non-affiliated third parties, so long as all parties offering the products and/or services have agreed, in writing, to protect the confidentiality of the customer’s information and to not use it for any other purpose;
- iii) enforce any of our rights, including the collection of any fees or other payments due;
- iv) provide any of Redhawk’s affiliates with information regarding our operations, or as reasonably required pursuant to the proposed or actual sale, merger, transfer, or exchange of all, or a portion of, our business;
- v) comply with the request or requirements of regulatory and/or law enforcement organizations;
- vi) respond to a subpoena or discovery request; or
- vii) provide disclosures as otherwise permitted or required by law.

We may provide such information to Redhawk’s affiliates and/or unaffiliated financial or non-financial services providers (such as insurance companies, mutual fund companies, banks, investment firms, third-party administrators, clearing firms, and other third parties who assist us in providing account maintenance or customer service) as necessary pursuant to the exceptions listed above.

**We do not sell, share, or disclose your nonpublic personal information to unaffiliated third-party marketing companies.**

**(c) Opting Out**

Customers may request that we not disclose their nonpublic, personal information for any reason (other than one of the exceptions listed above).

For example, if an advisor representative who has serviced your account(s) terminates his/her registration with Redhawk, we may permit the advisor representative to share your contact information (name, address, phone number, email address, and account titles) with his/her new firm and use it to contact you for the purpose of requesting your permission to transfer your account(s) to that new firm. In that event, neither the advisor representative nor his/her new



firm would be permitted to use your contact information for any other purpose or to obtain any other information regarding your accounts without your express written consent. However, because the disclosure of your contact information to an advisor representative's new firm is not covered by any of the exceptions listed above, you have a right to request that we not disclose your information for this purpose.

**To request that we not disclose your information for this or any purpose (other than those covered under an exception listed above), please call us at (952) 835-4295.** If we do not receive such a request from you within thirty (30) days of you opening an account, contracting for services, or receiving our annual privacy notice, we have the right to assume you do not object to the disclosure of your information for any reason permitted by federal law until you notify us to the contrary. (Please note that the laws of certain states may impose additional restrictions upon the disclosure of customers' confidential information.)

(d) **Safeguarding Information**

Redhawk recognizes the need to prevent unauthorized access to the information we collect, including information held in electronic format. Redhawk authorizes access to your nonpublic personal information only to personnel who need that information to serve you. We maintain physical, electronic, and procedural safeguards regarding your nonpublic, personal information to ensure that we comply with our own policy, industry practices, and federal and state regulations. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

(e) **Questions**

You do not have to contact us to benefit from our privacy protections; they apply automatically to all our customers and former customers. If you have any questions after reading this privacy policy, we encourage you to contact your advisor or to write to Redhawk Wealth Advisors, Inc., 7700 France Avenue South, Suite 430, Minneapolis, MN 55435.

**26. 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 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 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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**27. Client Information and Documents.**

**(a) Source of Redhawk Account Funding**

Source of Funds	Client Name	Expected Amount
403(b) Account		\$
403(b) Account		\$
403(b) Account		\$
457(b) Account		\$
457(b) Account		\$
457(b) Account		\$

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

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(c) **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.

<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.

(d) **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.

(e) **ADV Part 2 Disclosure Documents Provided to Client (please check all that apply):**

- Form ADV Part 2 of Redhawk Wealth Advisors, Inc. and

[The remainder of this page is intentionally left blank.]



**28. Portfolio Models and Funds.**

Please write in the models and or funds selected below:

1. \_\_\_\_\_ Account Name \_\_\_\_\_ Account Number  
\_\_\_\_\_ Model/Symbol \_\_\_\_\_ % Percentage to Invest or \$ \_\_\_\_\_ Dollar Amount to Invest

2. \_\_\_\_\_ Account Name \_\_\_\_\_ Account Number  
\_\_\_\_\_ Model/Symbol \_\_\_\_\_ % Percentage to Invest or \$ \_\_\_\_\_ Dollar Amount to Invest

3. \_\_\_\_\_ Account Name \_\_\_\_\_ Account Number  
\_\_\_\_\_ Model/Symbol \_\_\_\_\_ % Percentage to Invest or \$ \_\_\_\_\_ Dollar Amount to Invest

4. \_\_\_\_\_ Account Name \_\_\_\_\_ Account Number  
\_\_\_\_\_ Model/Symbol \_\_\_\_\_ % Percentage to Invest or \$ \_\_\_\_\_ Dollar Amount to Invest

5. \_\_\_\_\_ Account Name \_\_\_\_\_ Account Number  
\_\_\_\_\_ Model/Symbol \_\_\_\_\_ % Percentage to Invest or \$ \_\_\_\_\_ Dollar Amount to Invest

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**SECTION 3 - 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 Redhawk Wealth Advisors, Inc.	 Signature	