



Non-Discretionary IA Services

Client Services Agreement

THIS INVESTMENT ADVISORY SERVICES AGREEMENT, the ("Agreement"), dated this ____ day of _____, 20____, is by and between FSC Securities Corporation, ("FSC"), a registered investment adviser, _____ the Investment Adviser Representative ("Investment Advisory Representative") undersigned below an affiliate of FSC acting on behalf of FSC and _____("Client"), and describes the non-discretionary investment advisory services provided by FSC. This agreement is effective as of the date set forth above and remains in effect unless otherwise terminated pursuant to paragraph 10 below.

The undersigned (referring to any trustee, sponsor, administrator, individual and/or any other authorized person or fiduciary signing as or for the "Client" or "Clients" as designated on the signature page of this Agreement) hereby employs FSC's services, according to the following terms and conditions:

I. SCOPE OF ADVISORY SERVICES

The Client hereby appoints FSC, and FSC hereby accepts the appointment, to perform on a one-time, ongoing or periodic basis, as the case may be, one or more of the following non-discretionary advisory services, as selected by the Client:

(Please select desired services by initialing where indicated)

- | | | |
|---|-------------------|---|
| <u> </u>
(Initials) | <u>Addendum A</u> | Investment Portfolio Monitoring |
| <u> </u>
(Initials) | <u>Addendum B</u> | Financial Counseling |
| <u> </u>
(Initials) | | Review of Accounts |
| <u> </u>
(Initials) | | Securities Research |
| <u> </u>
(Initials) | | Other advisory services relating to securities:
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The scope of the services selected by the Client, as indicated by the Client's initials above, are further described in Addendum A & B, which are incorporated by reference herein and made a part of this Agreement.

The Client acknowledges that the services covered by this Agreement are non-discretionary, and confer no investment authority or responsibility to FSC over any assets of the Client regardless of how and where such assets are held by the Client. Throughout the term of this Agreement, the Client shall retain full discretion to supervise, manage, and direct the assets of the Client that may be held by separate arrangement in one or more accounts with any affiliated or unaffiliated third party (an "Account" whether one or more), either with or without the recommendation of FSC, as the case may be, all with or without prior consultation with FSC and all at such times as the Client deems appropriate.

II. APPLICABLE GUIDELINES

The FSC may deem it prudent, in performing its services hereunder, to solicit from, and/or review with, the Client the investment objectives, policies, instructions, limitations and/or designations of the Client (the "Client Documentation"). The Client acknowledges and agrees that the Client is responsible for ensuring the accuracy and the legality of the Client Documentation and that the Client Documentation is in compliance with governing Plan or IRA documents. The Client represents that the Client Documentation and any other written information provided to FSC is accurate and complete, and the Client agrees that FSC and its agents or designees may each rely on such information in performing their responsibilities hereunder. The Client acknowledges and understands that it shall be the responsibility of the Client to promptly furnish FSC with written notice of changes in such Client Documentation or other written information provided by the Client to FSC.

III. CUSTODY OF ASSETS; CLIENT TRANSACTIONS

The Client acknowledges that this Agreement is not intended to, nor does it, confer or create any rights or obligations associated with the custody of any Client assets in favor, or to the detriment, of FSC. If requested by FSC, the Client agrees to provide to FSC copies of or access to all necessary transactional information regarding the Client's assets which is deemed necessary by FSC to perform the advisory services selected hereunder. The Client shall be free to disregard any investment advice or recommendation offered to the Client by FSC. The FSC assumes no responsibility for any investment activity directed by the Client or other agents of the Client, or the effects it may have on FSC's overall investment advice rendered pursuant to this Agreement.

IV. CLIENT REPRESENTATIONS AND ACKNOWLEDGEMENTS

The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part II of FSC's Form ADV; (c) the Client has delivered to FSC, and from time to time hereafter promptly will deliver to FSC, in writing, all of the information which FSC may require or reasonably request in order to perform its duties hereunder, and promptly will notify FSC, in writing, of any material changes in the information furnished.

The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Client's Account is a tax-qualified or tax-exempt account. The Client also acknowledges that FSC does not offer legal or tax advice and it is the separate responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

V. FSC REPRESENTATIONS AND ACKNOWLEDGEMENTS

The FSC represents and/or acknowledges that: (a) FSC is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) FSC has delivered to the Client Part II of its Form ADV; and (c) to the extent required by law and in accordance with FSC's privacy policy, FSC will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

VI. VOTING OF PROXIES

Client understands and agrees that Client retains the right to vote all proxies, which are solicited for securities held in the Account. Investment Advisory Representatives and FSC are hereby expressly precluded from voting proxies for securities held in the account and will not be required to take any action or render advice with respect to the voting of proxies.

VII. NON-EXCLUSIVITY

It is understood that FSC performs investment advisory services for various Clients. The Client agrees that FSC may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with respect to the actions taken in the performance of its duties to the Client hereunder.

VIII. LIMITATION OF LIABILITY

In providing such services, it is agreed that except for negligence, malfeasance, or violation of applicable law, neither FSC nor any of its officers, directors, representatives, or employees shall be liable for any action performed under this Agreement. However, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing contained in this Agreement with respect to liabilities should in any way be construed to waive or limit any rights which a Client may have under applicable state or federal securities laws.

IX. COMPENSATION

The payment and computation of any compensation due FSC for rendering its services under this Agreement (the "Fee") shall be as agreed between the Client and FSC in accordance with the fee description associated with each advisory service selected by the Client under this Agreement, as set forth in Addendum A or B, which are incorporated herein and made a part of this Agreement.

The FSC shall deliver to the Client or its designee (by mail, electronic medium, or any other reliable means agreed upon with the Client) within 15 days after each calendar quarter an invoice (the "Fee Notice") for the Fees earned by FSC during the immediately preceding calendar quarter. The Fee amount set forth in the Fee Notice shall be due and payable by the Client upon receipt. If the Client has requested hourly financial counseling, the fee will be due in full upon completion of the session.

X. TERMINATION, ASSIGNMENT AND AMENDMENT

Client may terminate this Agreement without penalty within five business days of the date hereof. Otherwise, either party may terminate this Agreement upon thirty (30) days' written notice. Upon termination, no refund will be made for services completed other than within the first five days of the date hereof.

This Agreement shall be binding on all of Client's successors and assigns until terminated as provided herein. The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, in the event of Client's death, permanent disability or incompetency, Client's executor guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to FSC, with such termination being effective upon FSC's receipt of such notice.

This Agreement terminates automatically on the one year anniversary of the date hereof.

This Agreement shall not be assigned (within the meaning of the 1940 Act and the rules and regulations of the Securities and Exchange Commission and the no-action positions of its staff thereunder) by either party without the consent of all parties receiving or rendering services as hereunder.

XI. CONFLICTS OF INTEREST

A. Client acknowledges that:

1. FSC is also a security broker-dealer registered with the Financial Industry Regulatory Authority ("FINRA"), and that Investment Advisory Representatives who advise Clients are also associated with FSC as securities representatives registered with FINRA.
2. Various Investment Advisory Representatives may also be agents for various other business entities including but not limited to insurance companies, and hold other licenses.
3. FSC and its Investment Advisory Representatives may recommend to Client that he/she purchase mutual funds or other securities, that charge a sales commission or pay other fees to FSC and/or Investment Advisory Representative; and
4. A conflict exists between the interests of FSC and its Investment Advisory Representatives and the interests of Client because FSC or Investment Advisory Representative may have an incentive to recommend the purchase of a security where compensation is greater to FSC or Investment Advisory Representative rather than comparable securities where there is no commissions or commissions are waived.
 - If Client decides to implement any of the recommendations through FSC and its Investment Advisory Representatives in any of the above listed capacities, Client hereby consents to the above described conflicts of interest and to receipt by FSC, its branch managers and its Investment Advisory Representatives of fees for providing investment advisory services as provided herein. Additionally, Client consents to the receipt by FSC and its Investment Advisory Representatives of any sales commissions attributable to such transactions (as listed previously) as are generated by implementation of any recommendations.
 - Client is under no obligation to act on the recommendations of FSC or its Investment Advisory Representatives. If Client elects to act on any recommendations, Client is under no obligation to effect any investment, insurance, real estate or securities transaction through FSC or its Investment Advisory Representatives

XII. GOVERNING LAW

The Client understands that unless preempted by federal law, this Agreement shall be governed by the laws of the State of Georgia without giving effect to any conflict of laws, principle, doctrine or statute.

XIII. NOTICES

The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be either emailed or mailed to such email account or physical address or as stated on the signature page of this Agreement (or any exhibit thereof), and that FSC may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 13.

XIV. SEVERABILITY

If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

XV. COUNTERPARTS

This Agreement may be signed and executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same signatory page of the Agreement.

XVI. ENTIRE AGREEMENT

This Agreement (and its accompanying Addendums) represents the entire agreement between the parties and expressly supersedes any prior written or oral agreement.

XVII. CONFIDENTIALITY

If the contract contains an agreement to provide services and advice that could benefit other individuals, the Client agrees to keep that advice confidential and not share such services and advice with other persons.

XVIII. ACKNOWLEDGEMENT OF RECEIPT

_____ By initialing this paragraph, the Client acknowledges receipt of a copy of the following:
(Initial)

1. Part II of FSC's Form ADV
2. FSC's Privacy Policy Statement
3. Addendum A or B (which ever is applicable)

XIX. ARBITRATION

To the extent permitted by law, all controversies which may arise between the Client, FSC or Investment Advisory Representative or any of their affiliated companies concerning any transaction arising out of or relating to any account maintained by the Client, or the construction, performance, or breach of this or any other agreement between us whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure of the Financial Industry Regulatory Authority ("FINRA") or, if FINRA will not accept jurisdiction, the Rules of the American Arbitration Association. Such arbitration shall be conducted in Atlanta, Georgia or a venue not detrimental to the Client.

Such forbearance to enforce an agreement or to arbitrate shall not constitute a waiver of any rights under this agreement or which Client may have under federal or state securities laws (or ERISA), if customer is a qualified plan under ERISA.

Notwithstanding the language in the Arbitration Clause, the Client may be able to pursue a remedy by other means.

Arbitration must be commenced by service upon FSC or Investment Advisory Representative, of a written demand for arbitration or a written notice of intention to arbitrate. Judgment upon any award rendered by the arbitrator(s) shall be final, and may be entered in any court having jurisdiction. This Agreement supersedes any and all preexisting agreements and/or understandings. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the Client is excluded from

the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

AGREED AND ACCEPTED BY:

Client Signature

Client Signature

Client Name (Print or Type)

Client Name (Print or Type)

Title: (if Client is a corporation, partnership, trust or other entity)

All authorized individuals must sign with title designations (examples: Chairman, President, Vice President, Managing Director, General Partner, Sole Owner, Trustee, Names Plan Fiduciary, Executor/Administrator, etc.)

FSC Securities Corporation

FSC Securities Corporation

By: _____

By: _____

Its: Investment Advisory Representative

Its: First Line Supervisor

Date: _____

Date: _____