

INVESTMENT ADVISORY MANAGEMENT AGREEMENT

AGREEMENT, made this _____ day of _____, 20____ between the undersigned party, _____, whose mailing address is _____ (hereinafter referred to as the “CLIENT”), and KIELY WEALTH ADVISORY GROUP, INC., a registered investment adviser, whose principal mailing address is 1290 East Arlington Blvd, Suite 102 Jefferson Place, Greenville, NC 27858 (hereinafter referred to as the “ADVISER”).

I. Scope of Engagement.

(a) CLIENT hereby appoints ADVISER as an Investment Adviser to perform the services hereinafter described, and ADVISER accepts such appointment. ADVISER shall be responsible for the investment and reinvestment of those assets designated by CLIENT to be subject to ADVISER’s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “Assets” or “Account”);

(b) CLIENT delegates to ADVISER all of its powers with regard to the investment and reinvestment of the Assets and appoints ADVISER as CLIENT’s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in CLIENT’s name for the Account;

(c) ADVISER is authorized, without prior consultation with CLIENT, to buy, sell, trade and allocate in and among stocks, bonds, mutual funds, sub-advisers, independent investment managers and/or programs (with or without discretion, depending upon the independent investment manager or program) and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the custodian of the Assets;

(d) ADVISER shall discharge its investment management responsibilities consistent with the CLIENT’s designated investment objectives. Unless the CLIENT has advised the ADVISER to the contrary, in writing, there are no restrictions that the CLIENT has imposed upon the ADVISER with respect to the management of the Assets. The CLIENT agrees to provide information and/or documentation requested by ADVISER in furtherance of this Agreement as it pertains to CLIENT’s objectives, needs and goals, and CLIENT maintains exclusive responsibility to keep ADVISER informed of any changes regarding same. CLIENT acknowledges that ADVISER cannot adequately perform its services for CLIENT unless CLIENT diligently performs his responsibilities under this Agreement. ADVISER shall not be required to verify any information obtained from CLIENT, CLIENT’s attorney, accountant or other professionals, and is expressly authorized to rely thereon;

(e) In the event that the Account is a retirement plan sponsored by CLIENT’s employer, CLIENT acknowledges that ADVISER’s investment selection shall be limited to the investment alternatives provided by the retirement plan. In the event that the plan sponsor or custodian will not permit ADVISER direct access to the Account, and the CLIENT provides the ADVISER with the CLIENT’s password and/or log-in information to effect Account transactions, the CLIENT acknowledges and understands that: (1) the ADVISER will not receive any communications from the plan sponsor or custodian, and it shall remain the CLIENT’s exclusive obligation to notify the ADVISER of any changes in investment alternatives, restrictions, etc. pertaining to the Account; (2) the ADVISER shall not be responsible for any costs, damages, penalties, or

otherwise, resulting from the failure to so notify the ADVISER; and (3) the ADVISER's authority shall be limited to the allocation of the Assets among the investment alternatives available through the plan, and, as such, ADVISER will not have, nor will it accept, any authority to effect any other type of transactions or changes via the plan web site, including but not limited to, changing beneficiaries or effecting Account disbursements or transfers to any individual or entity;

(f) CLIENT authorizes ADVISER to respond to inquiries from, and communicate and share information with, CLIENT's attorney, accountant, and other professionals to the extent necessary in furtherance of ADVISER's services under this Agreement; and,

(g) The CLIENT acknowledges and understands that the services to be provided by ADVISER under this Agreement are limited to the management of the Assets and do not include financial planning or any other related or unrelated consulting services.

2. Adviser Compensation.

(a) The ADVISER's annual fee for investment management services provided under this Agreement shall be based upon a percentage (%) of the market value of the Assets under management in accordance with the fee schedule enclosed below. This annual fee shall be prorated and paid quarterly, in arrears, based upon the market value of the Assets on the last business day of the previous quarter. No increase in the annual fee percentage shall be effective without prior written notification to the CLIENT;

(b) CLIENT authorizes the Custodian of the Assets to charge the Account for the amount of ADVISER's fee and to remit such fee to ADVISER in compliance with regulatory procedures;

(c) In addition to ADVISER's annual investment management fee, the CLIENT shall also incur, relative to: [1] all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses); and [2] independent investment managers, the fees charged by each separate manager who is engaged to manage the Assets; and

(d) No portion of ADVISER's compensation shall be based on capital gains or capital appreciation of the Assets, except as provided for under the Investment Advisers Act of 1940.

KIELY WEALTH FEE SCHEDULE			
Portfolio Assets			Annual Fees
\$100,000	-	\$1 million	1.00%
\$ 1 million	-	\$2 million	0.80%
\$ 2 million	-	\$5 million	0.70%
\$ 5 million	-	\$10 million	0.50%
Over \$ 10 million			Negotiable

3. Custodian.

The Assets shall be held by an independent custodian, not ADVISER. ADVISER is authorized to give instructions to the custodian with respect to all investment decisions regarding the Assets and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as ADVISER shall direct in connection with the performance of ADVISER's obligations with respect to the Assets.

4. Account Transactions.

(a) CLIENT recognizes and agrees that in order for ADVISER to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph I herein;

(b) Commissions and/or transaction fees are generally charged for effecting securities transactions; and

(c) The brokerage commissions and/or transaction fees charged to CLIENT for securities brokerage transactions are exclusive of, and in addition to, ADVISER's compensation as defined in paragraph 2 hereof.

5. Risk Acknowledgment.

ADVISER does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation or strategy that ADVISER may take or recommend for the Account, or the success of ADVISER's overall management of the Account. CLIENT understands that investment recommendations for the Account by ADVISER are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.

6. Directions to the Adviser.

All directions, instructions and/or notices from the CLIENT to ADVISER shall be in writing. ADVISER shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

7. Adviser Liability.

The ADVISER, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to the CLIENT by the ADVISER, including a broker-dealer and/or custodian, attorney, accountant, insurance agent, or any other professional. If the Account contains only a portion of the CLIENT's total assets, ADVISER shall only be responsible for those assets that the CLIENT has designated to be the subject of the ADVISER's investment management services under this Agreement without consideration to those additional assets not so designated by the CLIENT.

If, during the term of this Agreement, the ADVISER purchases specific individual securities for the Account at the direction of the CLIENT (i.e. the request to purchase was initiated solely by the CLIENT), the CLIENT acknowledges that the ADVISER shall do so as an accommodation only, and that the CLIENT shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the CLIENT further acknowledges and agrees that the ADVISER shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly Account reports prepared by ADVISER. However, the ADVISER may continue to include any such assets for purposes of determining ADVISER's compensation. In addition, with respect to any and all accounts maintained by the CLIENT with other investment professionals or at custodians for which the ADVISER does not maintain trading authority, the CLIENT, and not the ADVISER, shall be

exclusively responsible for the investment performance of any such assets or accounts. In the event the CLIENT desires that the ADVISER provide investment management services with respect to any such assets or accounts, the CLIENT may engage the ADVISER to do so for a separate and additional fee.

The CLIENT acknowledges that investments have varying degrees of financial risk, and that ADVISER shall not be responsible for any adverse financial consequences to the Account resulting from any investment that, at the time made, was consistent with the CLIENT's investment objectives.

The CLIENT further acknowledges and agrees that ADVISER shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the Account transition process (i.e., the transfer of the Assets from the CLIENT's predecessor advisors/custodians to the Accounts to be managed by the ADVISER) resulting from: (1) securities purchased by CLIENT's predecessor advisor(s); (2) the sale by ADVISER of securities purchased by the CLIENT's predecessor advisor(s) subsequent to completion of the Account transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer/custodian.

Federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the CLIENT may have under any federal or state securities laws.

8. Proxies.

The ADVISER does not vote proxies. The CLIENT shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by CLIENT shall be voted and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the Assets.

9. Reports.

ADVISER and/or the Account custodian shall provide CLIENT with periodic reports for the Account. In the event that the ADVISER provides supplemental Account reports which include assets for which the ADVISER does not have discretionary investment management authority, the CLIENT acknowledges the reporting is provided as an accommodation only, and does not include investment management, review, or monitoring services, nor investment recommendations or advice.

10. Termination.

This Agreement will continue in effect until terminated by either party by written notice to the other (email notice will not suffice), which written notice must be signed by the terminating party. Termination of this Agreement will not affect: (i) the validity of any action previously taken by ADVISER under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) CLIENT's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, ADVISER will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account.

11. Assignment.

This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either CLIENT or ADVISER without the prior consent of the other party. CLIENT acknowledges and agrees that transactions that do not result in a change of actual control or management of ADVISER shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940. Should there be a change in control of the ADVISER resulting in an assignment of this Agreement (as that term is defined under the Advisers Act), the successor adviser will notify the CLIENT and will continue to provide the services previously provided to the CLIENT by the ADVISER. If the CLIENT continues to accept such services provided by the successor without written objection during the 60 day period subsequent to receipt of the written notice from the successor, the successor will assume that the client has consented to the assignment and the successor will become the adviser to the client under the terms and conditions of this Agreement.

12. Non-Exclusive Management.

ADVISER, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the ADVISER does for CLIENT. CLIENT expressly acknowledges and understands that ADVISER shall be free to render investment advice to others and that ADVISER does not make its investment management services available exclusively to CLIENT. Nothing in this Agreement shall impose upon ADVISER any obligation to purchase or sell, or to recommend for purchase or sale, for the Account, any security which ADVISER, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of ADVISER such investment would be unsuitable for the Account or if ADVISER determines in the best interest of the Account it would be impractical or undesirable.

13. Death/Disability/Incompetency.

The death, disability or incompetency of CLIENT will not terminate or change the terms of this Agreement. However, CLIENT's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to ADVISER. CLIENT recognizes that the custodian may not permit any further Account transactions until such time as any documentation required is provided to the custodian.

14. Arbitration.

Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to ADVISER's services under this Agreement that cannot be resolved by mediation, both ADVISER and CLIENT agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. ADVISER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both ADVISER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial. CLIENT acknowledges that CLIENT has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. CLIENT acknowledges and agrees that in the specific event of non-payment of any portion of ADVISER's compensation pursuant to paragraph 2 of this Agreement, ADVISER, in addition to the aforementioned

arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys' fees and other costs of collection.

15. Disclosure Statement.

CLIENT hereby acknowledges prior receipt of a copy of the Disclosure Statement. CLIENT further acknowledges that CLIENT has had a reasonable opportunity to review said Disclosure Statement, and to discuss the contents of same with professionals of CLIENT's choosing, prior to the execution of this Agreement.

16. Severability.

Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

17. Client Conflicts.

If this Agreement is between ADVISER and related clients (i.e. husband and wife, life partners, etc.), ADVISER's services shall be based upon the joint goals communicated to the ADVISER. ADVISER shall be permitted to rely upon instructions from either party with respect to the Assets, unless and until such reliance is revoked in writing to ADVISER. ADVISER shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

18. Privacy Notice.

CLIENT acknowledges prior receipt of ADVISER's *Privacy Notice*.

19. Entire Agreement.

This Agreement represents the entire agreement between the parties, and supercedes and replaces, in its entirety, all previous agreements regarding the Account(s) between the CLIENT and the ADVISER.

20. Amendments.

The ADVISER may amend this Agreement upon written notification to the CLIENT. Unless the CLIENT notifies the ADVISER to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

21. Applicable Law/Venue.

To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between ADVISER and CLIENT shall be the County of Guilford, State of North Carolina.



22. Electronic Delivery.

The CLIENT authorizes the ADVISER to deliver, and the CLIENT agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the ADVISER’s internet web site, as well as all other correspondence from the ADVISER. ADVISER shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the CLIENT’s last provided email address (or upon advising the CLIENT via email that such document is available on the ADVISER’s web site).

23. Authority.

CLIENT acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. CLIENT correspondingly agrees to immediately notify ADVISER, in writing, in the event that either of these representations should change. The CLIENT specifically represents as follows:

(a) If CLIENT is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain ADVISER, (3) the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and, (4) the CLIENT owns the Assets, without restriction;

(b) If CLIENT is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain ADVISER , (3) the execution of this Agreement will not violate any law or obligation applicable to the CLIENT, and, (4) the CLIENT owns the Assets without restriction; and

(c) If CLIENT is a retirement plan (“Plan”) organized under the Employment Retirement Income Security Act of 1974 (“ERISA”), the Plan represents that it is validly organized and is the beneficial owner of the Assets. The Plan further represents that ADVISER has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing Plan’s authority to retain ADVISER. The Plan will furnish promptly to ADVISER any amendments and further agrees that, if any amendment affects the rights or obligations of ADVISER, such amendment will not be binding on ADVISER until agreed to by ADVISER in writing. If the Assets contain only a part of the investments of the Plan’s assets, the Plan understands that ADVISER will have no responsibility for the diversification of all of the Plan’s assets, and that ADVISER will have no duty, responsibility or liability for Plan investments that are not part of the Assets. The Plan is responsible for voting all Proxies per paragraph 8 above.

IN WITNESS WHEREOF, CLIENT and ADVISER have each executed this Agreement on the day, month and year first above written.

Client(s)

Kiely Wealth Advisory Group, Inc.

Client Signature

Advisor Representative Signature

Client Signature

Date



KIELY WEALTH ADVISORY GROUP, INC.

Office Locations

OUR HEADQUARTERS LOCATION:

1290 East Arlington Blvd, Suite 102
Greenville, NC 27858
Phone: 252-439-1888
Fax: 252-439-1348

Oak Ridge Location

4405 Stafford Glen
Court
Oak Ridge, NC 27310
Phone: 336-298-4316

Asheville Location

4 Highland Place
Asheville, NC 28804
Phone: 828-350-8681
Fax: 828-251-1806

**Sunset Beach
Location**

8839 Carenden Court
Sunset Beach, NC
28468

Outer Banks Location

25736 NC Hwy 12
Waves, NC 27968
Phone: 252-916-4467
Fax: 252-439-1348