



Custodian _____ Billing Account #:
Account # _____

CUSTOMIZED PORTFOLIO MANAGEMENT AGREEMENT

AGREEMENT made this _____ day of _____, 20____ between Tudor Financial Corporation, an Ohio Corporation (Adviser) and _____ ("Client(s)").

WHEREAS, Tudor Financial Corporation is engaged in the business of providing management and investment supervisory services; and

WHEREAS, the Client(s) desires to avail him/herself of the services, information, advice, assistance and facilities of a manager and to have a manager provide or perform for him/her various management, statistical, portfolio Adviser selection and other services;

NOW, THEREFORE, in consideration of the promise and mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Adviser shall have overall supervisory responsibility for the general management and investment of the assets and portfolio securities of the Client(s) (the Managed Assets) subject to the Client(s) stated investment objectives and any direction which the Client(s) may issue to the Adviser from time to time. Adviser will use Client(s) written evaluations/questionnaires/risk profiles to determine Client(s) recommendations.

2. Adviser shall provide overall investment programs and strategies for the Client(s), shall revise such programs as necessary and shall monitor and report periodically to the Client(s) concerning the implementation of the programs.

3. Adviser, with the approval of the Client(s) as to particular appointments, may appoint one or more persons or companies (Advisers) and, subject to the terms and conditions of this Agreement, Adviser or Advisers shall have full investment discretion and shall make all determinations with respect to the investment of the Managed Assets and the purchase and sale of portfolio securities of Managed Assets. Client(s) provides to Adviser(s) full attorney power for investment decisions, fees charged and withdrawn from investment accounts (as outlined below) and also cash distribution requests from investment accounts that may be requested by Client(s). Adviser shall be solely responsible for paying the fees and expenses of Advisers for their services. Adviser may directly develop portfolio strategy for Client(s) investments. For fee-based annuities, Client(s) provide full attorney power, and authorize Adviser to make allocation changes as deemed appropriate by Adviser based on Client(s) return and risk preference changes, economic and financial cycles and individual investment category changes.

4. Adviser shall disclose to the Client(s) the investment Advisers which the Adviser believes are best suited to invest the Managed Assets; shall monitor and evaluate the investment performance of Advisers; shall recommend changes of Advisers when appropriate; shall supervise the investment activities of Advisers to ensure compliance with the Client(s) investment objectives and with restrictions and limitations applicable to the Managed Assets; and shall compensate Advisers.

5. Adviser shall render regular custodial reports to the Client(s) of the portfolio investments and can provide measurement and analysis of the results achieved with respect to the Managed Assets.

6. Adviser will supervise and retain overall responsibility for the placement of orders for the execution of securities transactions. In the absence of specific instructions from the Client(s), Adviser intends to delegate to Advisers the selection of brokers and dealers to execute securities transactions. Securities transactions will be allocated to such brokers and dealers for execution on such markets, at such prices and at such commission rates (which may be in excess of the rates another broker would charge) as in the good faith judgment of Adviser or Advisers will be in the best interest of the Client (s), taking into consideration in the selection of such brokers and dealers not only the available prices and rates of brokerage commissions, but also the relevant factors (such as, without limitation, execution capabilities, research and other services provided by such brokers or dealers which are expected to enhance the general portfolio management capabilities of Advisers with such brokers and dealers) without having to demonstrate that such factors are of a direct benefit to the Client(s). Consistent with the foregoing, Advisers themselves may effect securities transactions for the Client(s) account and receive commissions therefore.

7. Adviser represents that it is licensed as an investment Adviser under the Investment Advisers Act of 1940, and agrees that during the term of this Agreement, it will remain so licensed. Adviser will comply with the Investment Advisers Act of 1940 and the rules and regulations promulgated thereunder and with applicable state law requirements.

8. For the services provided pursuant to this Agreement, commencing on the date hereof, Client(s) will pay a fee from the investment account as follows based on the managed investment balance of household portfolio(s): Household balances from \$0 to \$500,000 of Managed Assets – 1.25%. For household balances from \$500,000 - \$5,000,000 of Managed Assets - 1.00% on the entire balance, and on household balance(s) greater than \$5,000,000 of Managed Assets - .75% on the entire balance. Fees will be applied to all accounts held within a family unit of related individuals (see Schedule ADV). Fees may be higher or lower than other investment advisory firms offering similar services. I/we authorize that fees for Tudor Financial RetirementTrack managed assets, which are held outside Tudor's current custodial firm(s) (such as employer-sponsored 401(k)'s), can be charged against brokerage accounts held at Tudor Financial custodian(s). The fees for RetirementTrack services will differ from those noted above and are disclosed in the RetirementTrack Asset Management Agreement. The Cirrus Strategy is an aggressive growth investment strategy designed and implemented by Tudor Financial for high net worth clients. Fees for this strategy differ from the fee structure in this section. See the Cirrus Asset Management agreement. Except as hereinafter set forth, compensation under this Agreement shall be calculated and accrued quarterly and the amount of the accruals shall be paid quarterly, typically within thirty (30) days following the end of each calendar quarter. If this agreement becomes effective subsequent to the first day of a quarter or terminates before the last day of a quarter, compensation for the part of the period this Agreement is in effect shall be pro-rated in a manner consistent with the calculation of the fees set forth above. This fee schedule also applies to fee-based annuities.

Adviser mutual fund strategies may incur a fee to purchase or sell no-load funds which Client(s) may not incur if invested in each fund family individually. Adviser strategies, however, offer the convenience of a consolidation of mutual funds in one custodial account. When certain no-load funds meet our strategy objectives, when possible they are purchased at no transaction cost. ETF's and individual securities will incur transaction charges, but most often these charges are at common broker-assisted discount rates or better.



9. By checking this box [] Client(s) may choose to work with Adviser for financial planning services on an hourly basis at a rate of \$145.00/hour, or an annual on-going flat rate of \$ _____ annually. Or a one-time financial planning fee of: \$ _____.

10. Client(s) may terminate this Agreement immediately upon giving notice to Adviser within five (5) business days of the date of this Agreement. In addition Adviser and Client(s) shall each have the right, on giving ten (10) days' written notice to the other, to terminate this Agreement without the payment of any penalty. In the event of any such termination, all fees due and accrued as of the end of any quarter or interim period (subject to pro-ration) shall be paid to Adviser at the time of termination.

11. No assignment of this Agreement shall be made in any manner without Client(s)'s consent thereto.

12. It is the Client(s) responsibility to inform Adviser of the Client(s) investment objectives and Client(s) affirms that a signed Questionnaire has been completed to assure Adviser of Client(s) objectives. Any changes or modifications therein as well as any specific investment restrictions applicable thereto shall be provided to Adviser promptly. Client(s) affirm that they will inform Adviser by written notice within 30 days of the first statement showing an investment position if Client(s) deems any investment position made for Client(s) account to be in violation of such objectives or restrictions. Unless Client(s) notifies Adviser in writing of specific restrictions, the investment(s) recommended for, or made on behalf of, the Client(s) account shall not be restricted thereby and will be deemed appropriate. Security positions held in a portfolio selected or transferred in by Client(s), but outside of the Tudor Financial (Adviser) investment strategy model, will be subject to management fees. Adviser will not be held responsible for performance on any restricted or 'non-model' positions held within the Client(s)'s portfolio. Additionally, Client(s) understands that restricted or "non-model" positions may affect performance over long periods of investment management for which Adviser cannot be responsible. Therefore, Adviser will encourage Client(s) to move "non-model" positions out of managed portfolios and Client(s) understands the consequences and impact on the portfolio of not doing so.

Adviser provides multiple financial services, including general financial advice. As part of services rendered, Adviser will address financial and other issues that Client(s) present for discussion. It is the responsibility of the Client(s) to inform the Adviser of financial and other issues to address, including any financial and other life changes, during the course of the professional relationship. Client(s) understands that Adviser cannot be held liable in any regard for financial and other matters that are not presented to Adviser by the Client(s).

Client(s) fully understand(s) that investments nearly always fluctuate in value. The volatility measures noted below are estimates, but investments periodically fluctuate greater than the levels indicated.

This agreement shall be governed by and construed in accordance with the laws of the State of Ohio; provided that nothing herein shall be construed so as to be inconsistent with the Investment Advisers Act of 1940 or any rule or regulation thereunder.

By Adviser: _____ Date: _____

AKNOWLEDGEMENT

I hereby acknowledge that I have received a current copy of the Tudor Financial Brochure Part 2A & 2B of Form ADV. I also agree that this form can be delivered annually by multiple methods - newsletter, email or other communication means.

By Tudor Financial, Inc. Principal: _____ Date: _____

CLIENT(S) SIGNATURE(S):

By Client: _____ Date: _____

By Client: _____ Date: _____

CLIENT(S)'S INVESTMENT OBJECTIVES

Table with 2 columns: Selection box and Investment Objective description. Rows include Aggressive -Growth Strategy, Long-Term Growth Strategy, Growth & Income Strategy, Balanced Strategy, Conservative Growth Strategy/Income, Spectrum Asset Allocation Strategy, Adviser/Representative Managed Strategy, and Adviser Instructions.

CLIENT(S)'S INVESTMENT VEHICLES

Table with 2 columns: Selection box and Investment Vehicle type. Rows include ETF's (if over \$50K), Mutual Funds, and Stocks, Bonds.

Client Servicing Adviser(s): Adviser: _____ Adviser: _____