

**DUAL CONTRACT ADVISORY AGREEMENT**  
**MENCH FINANCIAL, INC.**  
**8280 MONTGOMERY ROAD, SUITE 201**  
**CINCINNATI, OHIO 45236**

**Account Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

The undersigned ("Client") being duly authorized, hereby employs Mench Financial, Inc. ("Adviser") as investment adviser for the Account referred to above (the "Account") on the following terms and conditions:

1. **Authority.** As of \_\_\_\_\_, 2021, Adviser will have the power and authority with respect to the Account (initial applicable paragraphs):

- Discretionary.** Adviser will supervise and direct the investment of the Account, subject to such limitations as Client may impose by notice in writing. Adviser, as agent and attorney-in-fact with respect to the Account, when it deems appropriate, without prior consultation with Client, may buy, sell, exchange, convert and otherwise trade in any stocks, bonds and other securities including money market instruments.
- Adviser is directed to place all orders for the execution of securities transactions for the Account with \_\_\_\_\_ of \_\_\_\_\_ unless directed otherwise in writing. Client is responsible for negotiation of commission rates with brokers selected by the Client.

2. **Services of Adviser.** By execution of the agreement, Adviser accepts the appointment as investment adviser and agrees to supervise and direct (or make recommendations with respect to) the investments of the Account in accordance with the investment objectives of Client as communicated to Adviser in writing from time to time. Adviser will render to Client at least quarterly a written inventory of the investments of the Account. It is agreed that the sole standard of care imposed upon Adviser by this Agreement is to act with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent man, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims. It is agreed that Adviser, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party.

3. **Transaction Procedures.** All transactions will be consummated by payment to, or delivery by, Client, or such other party or parties as Client may designate in writing (the "Custodian"), of all cash and/or securities due to or from the Account. Adviser shall not act as custodian for the Account, but may issue such instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by Adviser pursuant to Paragraph 1 hereof, including instructions for the delivery of securities and the payment of monies. Client hereby authorizes Adviser to bill Custodian directly for its fees relating to Client's account, and authorizes Custodian to pay Adviser's fees directly from Client's account. Instructions of Adviser to Client and/or the Custodian (including invoices for Adviser's fees) shall be made in writing sent by first-class mail or, at the option of Adviser, orally and confirmed in writing as soon as practical thereafter and Adviser shall instruct all brokers and dealers executing orders on behalf of the Account to forward to Client and/or the Custodian copies of all confirmations promptly after execution of transactions. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer of the Custodian; provided, however, that Adviser will make reasonable efforts to require that brokers and dealers selected by Adviser perform their obligations with respect to the Account.

Withdrawal of cash or securities from the portfolio account may be made at any time upon submission three (3) days in advance of a written notice to Adviser.

4. **Reports to Adviser.** Client will provide, or instruct the Custodian to provide, Adviser with such periodic reports concerning the status of the Account as Adviser may reasonable request.

5. **Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

6. **Service to Other Clients.** It is understood that Adviser performs investment advisory services for various clients. Client agrees that Adviser may give advice and take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is the Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. It is understood that Adviser shall not have any obligations 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 its or their own accounts for the account of any other client, if in the opinion of Adviser such transaction or investment appears unsuitable, impractical or undesirable for the account.

7. **Inside Information.** Adviser shall have no obligation to seek to obtain any material non-public ("inside") information about any issuer of securities or to purchase or sell, or to recommend for purchase or sale, for the Account, the securities of any issuer on the basis of any such information as may come into its possession.

8. **Proxies.** Adviser will not be required to take any action to render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time.

9. **Fees.** The compensation of Adviser for its services under this Agreement shall be payable quarterly and calculated as a percentage of the value of the account in accordance with the attached Fee Schedule which may be amended from time to time by Adviser upon thirty (30) days' written notice to Client.

10. **Valuation.** In computing the market value of any investment of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any security or asset shall be valued in a manner determined in good faith by Adviser to reflect its fair market value.

11. **Investment Objectives and Restrictions.** It will be Client's responsibility to advise Adviser of the investment objectives of the Account and of any changes or modifications therein as well as any specific Investment restrictions applicable thereto and to give Adviser prompt written notice if Client deems any investments recommended or made for the Account to be in violation of such objectives or restrictions. Unless Client notifies Adviser in writing of specific restrictions, the investment recommended for, or made on behalf of the Account shall be deemed not be restricted by virtue of the terms of any other contract or instrument purporting to bind Client or Adviser.

12. **Termination.** Client may terminate this agreement immediately upon giving notice to Adviser within five (5) business days of the date of this Agreement without penalty. In addition, either Adviser or Client shall both have the right, three (3) days after receipt of written notice to each other, to terminate this Agreement. In the event of any such termination, all fees due and accrued as of the end of any particular quarter of interim period (subject to proration) shall be paid to Adviser at the time of termination, or refunded by Adviser if paid in advance (subject to proration).

13. **Assignment.** No assignment (as defined in Section 202(a)(1) of the Investment Advisers Act of 1940) of this agreement shall be made by Adviser in any manner with Client's consent thereto.

14. **Hold Harmless Provision.** Client acknowledges that this provision is binding upon Client's heirs, successors and assigns and does hereby hold Mench Financial, Inc. and its directors, officers, employees, agents and affiliates harmless from any and all costs, damages, losses, expenses and liabilities of any kind whatsoever, including attorney's fees and expenses arising out of, relating to, or resulting from the acts and omissions of prior financial planner, investment adviser, or any other individual or entity who has provided client financial or investment information or advice of any kind.

15. **No Waiver of Responsibilities Under Law.** Nothing contained in this agreement is intended to waive Adviser's responsibility to comply with the Investment Adviser's Act of 1940 and the rules and regulations promulgated thereunder and with applicable state law requirements. Adviser represents that it is registered as an investment adviser under the Investment Adviser's Act of 1940 and agrees that during the term of this Agreement, it will remain so registered.

16. **FOR ERISA & TAFT-HARTLEY ACCOUNTS ONLY.** Adviser hereby acknowledges that it is a "fiduciary" of Client's Employee Benefit Plan to the extent of Adviser's investment authority with respect to the assets of the Plan.

17. **FOR ERISA & TAFT-HARTLEY ACCOUNTS ONLY:** The undersigned representative of Client warrants and represents that he is authorized by the Trust Agreement for the Employee Benefit Plan to enter into this Agreement and to appoint Adviser to perform the services described in this Agreement. The undersigned Client representative also acknowledges and agrees that he will inform the Adviser within a reasonable time of any subsequent amendment to the plan documents.

18. **ONLY FOR ERISA & TAFT-HARTLEY ACCOUNTS GRANTING AUTHORIZATION OF THIS AGREEMENT:** Adviser understands that the effecting of buy and sell instructions and transactions that it may make pursuant to its activities (as defined in section 406 of the Employee Retirement Income Security Act of 1974 and under Section 4975 of the International Revenue Code of 1954, as amended) unless there is compliance with the terms of prohibited transactions exemption 79-1, FR Docket 79-2857. Accordingly, Adviser and Client agree as follows:

(a) The Signature of Client's authorized representative below constitutes written authorization to Adviser to effect or execute the transactions described in Section 1(b) of the Agreement, including securities transactions effected through Adviser:

(b) Client has the right to withdraw this authorization upon written notice to Adviser regardless of any other agreement, either express or implied and,

(c) Client acknowledges that it has received from Adviser the document entitled "Background Information for Authorization to Effect Securities Transactions."

## FEE SCHEDULE – DUAL CONTRACT PORTFOLIO MANAGEMENT

	<u>Principal Amount</u>	
First	\$ 1,000,000	0.50%
Next	\$ 4,000,000	0.38%
Next	\$15,000,000	0.10%

Accounts of less than \$50,000 will be accepted under certain conditions.

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**MENCH FINANCIAL, INC.**

I hereby acknowledge that I received a current copy of the Mench Financial, Inc.'s Brochure (Part 2A of its form ADV) upon signing this Agreement.

**Dated:** \_\_\_\_\_

**By Client:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**By Client:** \_\_\_\_\_

Corporations and Other Institutional Accounts should provide appropriate resolutions and/or trust documents.

## ACCOUNT INFORMATION

Account Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Bus. Telephone: (      ) \_\_\_\_\_ Home Telephone: (      ) \_\_\_\_\_

Tax I.D. Number(s): \_\_\_\_\_ Birthdate(s) of Individual(s) \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_ Send Statement Copies To: \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

Per Advisory Agreement, Bill Fees To: \_\_\_\_\_

Send Fee Copies To: \_\_\_\_\_

Custodian: \_\_\_\_\_ Broker: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Contact: \_\_\_\_\_

Telephone: (      ) \_\_\_\_\_ Telephone: (      ) \_\_\_\_\_ **- Trading**

Account Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

**Investment Objectives:**      Taxable [    ]      Non-Taxable [    ]

[    ] Sector Enhanced      Investment Style: Capital Preservation & Income Sector Enhanced

[    ] Sector Enhanced      Investment Style: Balanced Sector Enhanced

[    ] Sector Enhanced      Investment Style: Global Sector Enhanced

When appropriate, may we use your name as a reference?      Yes \_\_\_\_\_      No \_\_\_\_\_

**Client Initials:** \_\_\_\_\_

**Client Initials:** \_\_\_\_\_