

Everhart Advisors Asset Management Agreement

This Asset Management Agreement (“Agreement”) is entered into between and agreed to by the client as described below (“Client”) and Everhart Financial Group, Inc., doing business as Everhart Advisors, (hereafter referred to as “Everhart Advisors”), a registered investment adviser located at 535 Metro Place South, Dublin Ohio 43017. By executing this Agreement, Client retains Everhart Advisors to provide the services described in this Agreement.

- 1. Asset Management Services.** The asset management services of Everhart Advisors are provided to the account(s) of Client, as specified in Addendum I of this Agreement, (collectively, the “Account”). The asset management services involve Everhart Advisors providing Client with continuous and ongoing supervision over the Account. Everhart Advisors will assign and/or re-assign, at its discretion, an investment adviser representative of record to provide asset management services on behalf of Everhart Advisors under this Agreement to Client.

Client will appoint Everhart Advisors as its investment adviser of record of the Account. The Account will consist only of separate account(s) held by qualified custodian(s) under the name of Client. The qualified custodian(s) will maintain physical custody of all funds and securities of the Account, and Client will retain all rights of ownership (e.g., right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations) of the Account. Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the qualified custodian(s), but rather represents a direct and beneficial interest in the securities which comprise the Account. At least quarterly, Client will receive an account statement from the qualified custodian(s) of the Account detailing transactions in the Account.

Upon appointment as an investment adviser of the Account, Everhart Advisors will obtain from Client information to determine Client’s financial situation, investment objectives and risk tolerance. A specific investment strategy is crafted for Client and focuses on Client’s specific goals and objectives. As described below, Client may impose reasonable restrictions on the management of the Account, including the ability to instruct Everhart Advisors not to purchase certain securities on behalf of Client. The Account will be managed by Everhart Advisors, in accordance with the instructions listed below, on the basis of Client’s financial situation, investment objectives and risk tolerance. Everhart Advisors will monitor the Account and provide advice to Client regarding buying, selling, reinvesting or holding securities, cash or other investments of the Account.

Client will timely notify Everhart Advisors of any changes to Client’s financial situation or investment objectives or if Client wants to impose and/or modify any reasonable restrictions on the management of Client’s Account. At least annually, Everhart Advisors will offer reviews with Client to determine whether Client’s financial situation, investment objectives or risk tolerance have changed, or if Client wants to impose and/or modify any reasonable restrictions on the management of Account. Everhart Advisors will be reasonably available to consult with Client relative to the status of the Account.

All reasonable restrictions, including special instructions and limitations, regarding the investments and management of Client's Account are noted as follows:

Client is entitled to change the reasonable restrictions set forth above at any time. All changes to the reasonable restrictions must be delivered to Everhart Advisors in writing.

Charles Schwab & Co, Inc. ("Schwab") will serve as the qualified custodian for Client's Account. Schwab will execute all purchase and sale orders directed to it by Everhart Advisors and perform clearance of same. Schwab shall maintain custody of all assets in Client's Account and will perform such custodial functions that, among other things, will include crediting interest and dividends on Account assets and crediting of principal on called or matured securities in the Account, together with such other custodial functions customarily performed with respect to securities brokerage accounts.

Client may request periodic withdrawals at any time. Client may make additions to the Account at any time. For non-qualified accounts, checks should be made payable to Schwab, LLC. For qualified accounts, checks should be made payable to Charles Schwab & Co., Inc. fbo Client [entering the Client Name].

Client understands that the asset management services provided under this Agreement do **not** include financial planning, consulting or any other similar services. Client must execute a separate agreement for Everhart Advisors' financial planning or consulting services.

2. **Trading Authority.** Everhart Advisors does not have discretionary authority to buy, sell or hold securities, cash or other investments for the Account without first consulting with Client. Prior to implementing any transactions on behalf of Client, Everhart Advisors will contact Client for approval. However, Client grants Everhart Advisors the authority to instruct the Account custodian, on Client's behalf, to purchase, sell, redeem or exchange any security, cash or other investments for the Account. Client also authorizes Everhart Advisors to instruct the Account custodian, on Client's behalf, to sell, redeem or exchange any security or other investments in amounts (less than 2% of Account value) necessary for Account maintenance items including, but not limited to, replenishing cash for future fee debits. Client authorizes Everhart Advisors to provide a copy of this Agreement to any broker or dealer with or through which transactions for the Account are to be effected as evidence of Everhart Advisors' authority under this Agreement.
3. **Fees.** Investment advisory fees of Everhart Advisors are charged based on a percentage of assets under management, billed monthly in advance. If asset management services are commenced in the middle of a month, the prorated fee for that partial month is typically waived. Everhart Advisors reserves the right to charge the initial partial month's fee pro-rata in arrears at the same time the first full monthly fee is charged in advance and will notify Client in writing if such pro-rata fee will be assessed. The monthly fees due are calculated on a rolling quarterly basis beginning on the first day of the month following execution of this Agreement and initial funding of the Account. The fee is charged monthly but is calculated every third month based on the fair market value of the Account as of the last business day of the prior month. (For example if this Agreement is executed and the Account funded on January 15, then the first fee will be billed on February 1 waiving any fee due for the time period of January 15 through February 1, and calculating a monthly fee due at the beginning

of the months of February, March, and April based upon the fair market value of the Account as of January 31; then the monthly fee due at the beginning of May, June, and July will be calculated based upon the fair market value of the Account as of April 30, and so on.)

Fees charged for our asset management services are negotiable based on the type of client, the complexity of the client's situation, the composition of the client's account (i.e., equities versus mutual funds), the potential for additional account deposits, the relationship of the client with the investment adviser representative, and the total amount of assets under management for the client.

Following is the annual fee schedule for asset management services provided pursuant to this Agreement:

| Account Size | Annual Fee |
|---------------------------------|-------------------|
| \$0 to \$250,000 | _____ % |
| \$250,001 to \$500,000 | _____ % |
| \$500,001 to \$1,000,000 | _____ % |
| Over \$1,000,000 | _____ % |

Fees charged by Everhart Advisors under this Agreement will not be based on the capital gains or the capital appreciation of Client's Account(s). Everhart Advisors believes that its annual fee is reasonable in relation to: (1) services provided under this Agreement and (2) the fees charged by other investment advisers offering similar services/programs. However, Everhart Advisors' annual investment advisory fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to compensation of Everhart Advisors, Client will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses).

The investment advisory fees will be deducted from the Account and paid directly to Everhart Advisors by the qualified custodian(s) of the Account. Client authorizes the qualified custodian(s) of the Account to deduct fees from their Account and pay such fees directly to Everhart Advisors. The Account statement will reflect the fee amount withdrawn per period.

Client should review the Account statements received from the qualified custodian(s) and verify that appropriate investment advisory fees are being deducted. The qualified custodian(s) will not verify the accuracy of the investment advisory fees deducted.

Brokerage commissions and/or transaction ticket fees charged by the qualified custodian will be billed directly to Client by the qualified custodian. Everhart Advisors will not receive any portion of such commissions or fees from the qualified custodian or Client. In addition, Client may incur certain charges imposed by third parties other than Everhart Advisors in connection with investments made through the Account including, but not limited to, mutual fund sales loads, 12(b)-1 fees and surrender charges, variable annuity fees and surrender charges, IRA and qualified retirement plan fees, and charges imposed by the qualified custodian(s) of the Account. Management fees charged by Everhart Advisors are separate and distinct from the fees and expenses charged by investment company securities that may be recommended to Client. A description of these fees and expenses are available in each investment company security's prospectus.

4. **Brokerage Practices.** Everhart Advisors will place trades through Charles Schwab & Co., Inc. as the introducing broker-dealer through the qualified custodian.
5. **Block Trading Policy.** Everhart Advisors does not aggregate, batch or combine purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of Everhart Advisors. Everhart Advisors' policy is to implement all client orders on an individual basis. Everhart Advisors will endeavor to process all Account transactions in a timely manner, but Everhart Advisors neither represents nor warrants that any such transaction will be processed or effected by the qualified custodian or broker-dealer on the same day as requested.
6. **Reports.** Client will receive account statements from the qualified custodian(s) at least quarterly.
7. **Sub-Advisors.** Everhart Advisors may use unaffiliated sub-advisors to help manage all or a portion of Client's Account. Fees charged by Everhart Advisors do not increase when Everhart Advisors elects to use sub-advisors. Client may be required to enter into an agreement directly with the unaffiliated sub-advisor. If the sub-advisor is registered as an investment adviser, a complete description of the sub-advisor's services, fee schedule and account minimums will be disclosed in that sub-advisor's Form ADV Part 2A or Part 2A Appendix 1 that will be provided to Client at the time any agreement for services is signed and an account is established. Everhart Advisors is available to answer questions Client may have regarding any portion of Client's Account managed by a sub-advisor and will act as the communication conduit between Client and the sub-advisor.
8. **Solicitor & Introducing Advisor Arrangement.** If Client was introduced to Everhart Advisors through an unaffiliated solicitor ("Solicitor") or an unaffiliated investment adviser ("Introducing Advisor"), Everhart Advisors may pay that Solicitor or Introducing Advisor a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940 and any applicable state law.

The referral fee will be paid solely from the compensation of Everhart Advisors as defined in this Agreement, and will not result in any additional charge to Client. Solicitor or Introducing Advisor is compensated to refer Client to Everhart Advisors in accordance with the approved practices of Everhart Advisors, distribute to Client all required disclosures, review and complete all necessary forms and applications with Client, obtain all appropriate Client signatures, and provide continuing contact to Client concerning investment advisory services of Everhart Advisors. Solicitor or Introducing Advisor does **not** have authority to accept investment advisory agreements on behalf of Everhart Advisors, to collect or receive payment in Solicitor's or Introducing Advisor's own name for any investment advisory agreement nor provide investment advice or manage assets on behalf of Everhart Advisors. All investment advisory agreements related to services provided by Everhart Advisors are subject to acceptance by Everhart Advisors.

If Client was introduced to Everhart Advisors through Solicitor or Introducing Advisor, the Client hereby acknowledges receipt, as applicable, of Solicitor's or Introducing Advisor's Written Disclosure Statement disclosing basic information relating to the relationship or affiliation, the terms of the solicitor arrangement between Everhart Advisors and Solicitor or Introducing Advisor and the compensation to be received by Solicitor or Introducing Advisor from Everhart Advisors, and the amount the client is being charged in addition to the advisory fee as a consequence of the solicits.

9. **Account Valuation.** For purposes of calculating investment advisory fees, securities in the Account that are listed on a national securities exchange or on NASDAQ at the closing price will be valued on the valuation date, on the principal market where the securities are traded. Other securities or investments in the Account will be valued in a manner that Everhart Advisors believes in good faith reflects the fair market value.
10. **ERISA Accounts.** If the services under this Agreement involve Everhart Advisors providing advice about securities to an account that is maintained on behalf of a plan subject to the Employee Retirement Income Security Act of 1974 ("ERISA") or similar government regulation, Everhart Advisors acknowledges that this advice would constitute investment advice to a retirement plan or to retirement plan assets for compensation and, as a consequence, Everhart Advisors would be deemed a "fiduciary" as such term is defined under Section 3(21)(A)(ii) of ERISA. Everhart Advisors will act in good faith and with the degree of diligence, care, and skill that a prudent person rendering similar services would exercise under similar circumstances. However, Everhart Advisors is not considered an investment manager and in the absence of a separate agreement to this effect does not have the power to manage, acquire or dispose of any plan assets. Everhart Advisors is not the "Administrator" of Client's retirement plan as defined in ERISA.
11. **Client's Responsibilities.** Client recognizes the value and usefulness of the services of Everhart Advisors will depend upon the accuracy and completeness of the information that Client provides to Everhart Advisors, upon Client's active participation in the formulation of the objectives and in the implementation of the advice to attain those objectives. Client will provide Everhart Advisors all requested information and required documents that Everhart Advisors may reasonably request in order to permit a complete evaluation and preparation of the recommendations for Client. Everhart Advisors will not be responsible for the verification of the information and documentation provided by Client.

Client will notify Everhart Advisors in writing of any material change to Client's financial circumstances or investment objectives.

12. **Non-Exclusive Relationship.** Client acknowledges and agrees that Everhart Advisors may manage investments for other clients and may give other clients advice or take actions for them, for Everhart Advisors' accounts or for accounts of persons related to Everhart Advisors, which is different from the advice Everhart Advisors gives Client or actions Everhart Advisors takes for Client. Everhart Advisors is not obligated to buy, sell or recommend for Client any security or other investment that Everhart Advisors may buy, sell or recommend for any other clients, for Everhart Advisors' accounts or for the accounts of persons related to Everhart Advisors.

Conflicts may arise in the allocation of investment opportunities among accounts that Everhart Advisors manages. Everhart Advisors will seek to allocate investment opportunities believed appropriate for Client's account(s) and other accounts advised by Everhart Advisors among such accounts equitably and consistent with the best interests of all accounts involved. However, there can be no assurance that a particular investment opportunity that comes to Everhart Advisors' attention will be allocated in any particular manner.

If Everhart Advisors obtains material, non-public information about a security or its issuer that Everhart Advisors may not lawfully use or disclose, Everhart Advisors will have no obligation to disclose the information to Client or use it for Client's benefit.

13. **Basis of Advice.** Client acknowledges that Everhart Advisors obtains information from a wide variety of publicly available sources. Everhart Advisors does not have, nor does it claim to have, sources of inside or private information. The recommendations developed by Everhart Advisors are based upon the judgment of Everhart Advisors. Everhart Advisors cannot guarantee the results of its recommendations.
14. **Risk.** Everhart Advisors cannot guarantee the future performance of the Account, promise any specific level of performance or promise that Everhart Advisors' investment decisions, strategies or overall management of the Account will be successful. In addition, past performance is no guarantee of future results.

Client acknowledges that the Account is designed for long-term investments and that asset withdrawals may impair achievement of Client's investment objectives. The client acknowledges that Everhart Advisors has not promised or guaranteed any particular return on the client's investment portfolio.

The investment recommendations and any decisions of Everhart Advisors on behalf of Client are subject to various market, currency, economic, political and business risks, and will not necessarily be profitable. In supervising the Account, Everhart Advisors will not consider any other securities, cash or other investments of Client unless Client has told Everhart Advisors to do so in Client's written instructions to Everhart Advisors.

15. **Limitation of Liability.** Client acknowledges that neither Everhart Advisors nor its employees or affiliates are agents of Charles Schwab nor any of its affiliates and that no party shall be liable to the Client for any act or omission of an unrelated party or its agents or employees. Further, Everhart Advisors and its employees and affiliates shall not have any liability for Client's failure to inform them in a timely manner of any material change in Client's financial circumstances which might affect the manner in which assets are invested, or to provide them with any information as to the financial status as they may reasonably request. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which the Client may have under federal or state securities laws (or ERISA, if Client is a qualified plan under ERISA). Client understands that there is no guarantee that investment objectives will be achieved and that past performance is not a guarantee of future results.
16. **Conflicts of Interest.** The following disclosure is provided regarding the background and business practices of Everhart Advisors:

In a capacity separate from Everhart Advisors, the individuals serving as investment adviser representatives of Everhart Advisors are also licensed as insurance agents and licensed securities representatives. Client is not obligated in any manner to purchase insurance, securities or annuity products through such individuals. If Client elects to purchase insurance, securities or annuity products through such individual in his or her separate

capacity as an insurance agent or securities representative, this individual will receive a commission. Consequently, the objectivity of the advice rendered to Client could be biased.

17. Code of Ethics.

Code of Ethics Summary

Everhart Advisors has adopted a Code of Ethics, a copy of which will be provided to any client or prospective client upon request. According to the *Investment Advisers Act of 1940*, an investment adviser is considered a fiduciary and has a fiduciary duty to all clients. Everhart Advisors has established a Code of Ethics to comply with the requirements of Section 204(A)-1 of the *Investment Advisers Act of 1940* that reflects its fiduciary obligations and those of its supervised persons. The Code of Ethics also requires compliance with federal securities laws. The Code of Ethics covers all individuals that are classified as “supervised persons”. All employees, officers, directors and investment adviser representatives are classified as supervised persons. Everhart Advisors requires its supervised persons to consistently act in your best interest in all advisory activities. Everhart Advisors imposes certain requirements on its affiliates and supervised persons to ensure that they meet the firm’s fiduciary responsibilities to you. The standard of conduct required is higher than ordinarily required and encountered in commercial business.

This section is intended to provide a summary description of the Code of Ethics of Everhart Advisors. If you wish to review the Code of Ethics in its entirety, you should send us a written request and upon receipt of your request, we will promptly provide a copy of the Code of Ethics to you.

Affiliate and Employee Personal Securities Transactions Disclosure

Everhart Advisors or associated persons of the firm may buy or sell for their personal accounts, investment products identical to those recommended to clients. It is the express policy of Everhart Advisors that all persons associated in any manner with our firm must place clients’ interests ahead of their own when implementing personal investments. Everhart Advisors and its associated persons will not buy or sell securities for their personal account(s) where their decision is derived, in whole or in part, by information obtained as a result of employment or association with our firm unless the information is also available to the investing public upon reasonable inquiry.

We are now and will continue to be in compliance with applicable state and federal rules and regulations. To prevent conflicts of interest, we have developed written supervisory procedures that include personal investment and trading policies for our representatives, employees and their immediate family members (collectively, associated persons):

- Associated persons cannot prefer their own interests to that of the client.
- Associated persons cannot purchase or sell any security for their personal accounts prior

to implementing transactions for client accounts.

- Associated persons cannot buy or sell securities for their personal accounts when those decisions are based on information obtained as a result of their employment, unless that information is also available to the investing public upon reasonable inquiry.
- Associated persons are prohibited from purchasing or selling securities of companies in which any client is deemed an “insider”.
- Associated persons are discouraged from conducting frequent personal trading.
- Associated persons are generally prohibited from serving as board members of publicly traded companies unless an exception has been granted by the Chief Compliance Officer of Everhart Advisors.

Any associated person not observing our policies is subject to sanctions up to and including termination.

18. **Proxy Voting.** Everhart Advisors does not vote proxies on behalf of Client. Client is instructed to read through the information provided with the proxy-voting documents and make a determination based on the information provided. Client will 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 Client’s Account. Everhart Advisors is authorized to instruct the Account custodian to forward to Client copies of all proxies and shareholder communications relating to Client’s Account.
19. **Assignment.** This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.
20. **Client Conflicts.** If this Agreement is between Everhart Advisors and related or joint clients (i.e. husband and wife, life partners, etc.), Everhart Advisors’ services will be based upon the joint goals communicated by Client to Everhart Advisors. Everhart Advisors will be permitted to rely upon instructions from either party with respect to disposition of the Account, unless and until such reliance is revoked in writing to Everhart Advisors. Everhart Advisors will 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.
21. **Client Death or Disability.** Client’s death, disability or incompetency will not automatically 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 Everhart Advisors.
22. **Termination and Clients Right of Cancellation.** Either party may terminate this Agreement upon thirty (30) calendar days advance written notice. In the event of termination, the advisory fee due to the Adviser for the termination period shall be prorated and shall be based on the latest valuation of the assets as of the effective date of termination. In the event that there is a remaining balance of any fees paid in advance after the deduction of fees from the final invoice, those remaining proceeds will be refunded to Client by Everhart Advisors.

23. **Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement will be deemed to have been duly given when delivered in person, or sent by telecopy or e-mail, sent by overnight courier, or three days after mailing by registered mail (postage prepaid). All notices or communications to Everhart Advisors should be sent to the main address of Everhart Advisors, 535 Metro Place South, Dublin, Ohio 43017. All notices or communications to Client will be sent to the address last provided by Client.
24. **Confidentiality.** Any non-public information about Client will be treated as confidential and will not be disclosed to third parties except as required by law or to effectuate the services under this Agreement. Any disclosure by Everhart Advisors to third parties of non-public information provided by Client will be made in accordance with applicable law and the privacy policies of Everhart Advisors as may be amended from time to time. Client, Everhart Advisors and its investment adviser representatives, acknowledge and agree that the information contained in this Agreement and the advice furnished by any parties to this Agreement will be treated as confidential and will not be disclosed to any third party, except as required by law.
25. **Applicable Law.** This Agreement will be construed under the laws of the State of Ohio. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 or any rule thereunder.
26. **Entire Agreement.** This Agreement represents the entire understanding between the parties with regard to 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.
27. **Validity.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.
28. **Amendments.** Everhart Advisors will have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective upon Client's mutual agreement.
29. **Representations.** Everhart Advisors represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. Client represents that he or she is authorized and empowered to enter into this Agreement. If this Agreement is being signed on behalf of a corporation, partnership, trust or other business or legal entity, Client represents that applicable law and governing documents authorize and permit this Agreement.
30. **Acknowledgement of Receipt of Disclosure Documents and Privacy Policy Notice.** Client acknowledges receipt of the Form ADV Part 2A Disclosure Brochure of Everhart Advisors and of the Form ADV Part 2B Brochure Supplement(s) for any investment adviser representatives who will provide advisory services to Client. Annually within 120 days of Everhart Advisors fiscal year end, the Client will be offered a copy of the firm's Brochure. If there are material changes, Everhart Advisors will automatically either send a summary of the material changes along with an offer to send an Amended Brochure, or the Client will receive

an Amended Brochure. Client also acknowledges receipt of the Privacy Policy Notice of Everhart Advisors as required by the Securities and Exchange Act Regulation S-P.

31. **Electronic Delivery.** Client authorizes Everhart Advisors to deliver, and Client agrees to accept, all required regulatory notices and disclosures, as well as all other correspondence from Everhart Advisors, via electronic mail. Information and documents provided by Everhart Advisors will include, but are not necessarily limited to, Form ADV updates and offers, account reports prepared by Everhart Advisors, Everhart Advisors' annual Privacy Policy Notice, disclosures required under section 408(b)(2) of ERISA, and other written communications from Everhart Advisors. Everhart Advisors may receive, via electronic means, Client's consent to assignment of this Agreement. When using electronic delivery, Everhart Advisors will have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to Client's last provided email address. Client may notify Everhart Advisors in the event Client does not want electronic delivery of information. Client has the right to withdraw its consent to electronic delivery without the imposition of any fee or condition.
32. **Arbitration Provision.** To the extent permitted by law, any controversy or dispute which may arise between Client and Everhart Advisors concerning any transaction or the construction, performance or breach of this Agreement will be settled by arbitration. Any arbitration will be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel will 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 will be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators will be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:
- Arbitration is final and binding on all parties.
 - The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.
 - Pre-arbitration discovery is generally more limited than and different from court proceedings.
 - 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.
 - The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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, and 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, will not preclude its assertion

before the arbitrators. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities law if more than one, all principals to the account must sign. If any signatory is a fiduciary, the capacity in which he or she is acting should be indicated.

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.

Client Name: _____ Client Name: _____

Client Signature: _____ Client Signature: _____

Date: _____

ACCEPTED by Everhart Financial Group, Inc. d/b/a Everhart Advisors

By: _____ Date: _____

Name: _____

Title: _____

Addendum I
Accounts under Management by Everhart Advisors

In accordance with the Asset Management Agreement executed by Client with Everhart Financial Group d/b/a Everhart Advisors on _____ (“Agreement”), Client hereby instructs Everhart Advisors to provide asset management services to the accounts listed below.

| <u>Name of Qualified Custodian</u> | <u>Account Number/Description of Assets</u> | <u>Approximate Value</u> |
|------------------------------------|---|--------------------------|
| Charles Schwab | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Everhart Advisors will **not** provide asset management services to any accounts or assets unless those accounts or assets are specifically identified in this Addendum I.

Client Assets Excluded from receiving asset management services:

| <u>Name of Qualified Custodian</u> | <u>Account Number/Description of Assets</u> |
|------------------------------------|---|
| _____ | _____ |
| _____ | _____ |

Client Name: _____

Client Signature: _____ Date: _____

Client Name: _____

Client Signature: _____ Date: _____

Addendum II
ACKNOWLEDGEMENT OF ASSIGNED INVESTMENT ADVISER REPRESENTATIVE

The following investment adviser representative acknowledges his or her assignment by Everhart Financial Group, Inc. d/b/a Everhart Advisors as investment adviser representative of record for the Account under this Agreement and understands the terms of this Agreement.

Investment Adviser Rep Signature

Investment Adviser Rep Name Printed

***This Agreement supersedes ALL prior agreements and understandings (whether written or oral) between Everhart Advisors and Client with respect to the subject matter hereof.**

Acknowledgement for ERISA Plan Participants Requesting Rollovers to IRAs

Client wishes to discuss rollover options with a representative of Everhart Advisors. Everhart Advisors has an existing relationship with the ERISA Plan in which client's assets are currently invested and client further acknowledges and understands:

- This rollover activity is initiated by Client.
- As an active, retired, or terminated participant in a 401(k) or other ERISA plan, Client has the right to keep money in the ERISA plan, provided Client meets certain criteria and account balance minimums outlined in the plan documents.
- Client acknowledges and understands they are under no obligation to utilize the services of Everhart Advisors.
- Everhart Advisors will discuss with Client the following options: (1) leaving Client's assets in the ERISA Plan, if permitted; (2) rolling over the assets to a new employer's ERISA plan if one is available and rollovers are permitted; (3) rolling over assets to an IRA; and (4) cashing out the account value, which may trigger a taxable and/or penalty event.
- Investment options - An IRA often enables an investor to select from a broader range of investment options, some which may have higher fees than an ERISA Plan. Plans may offer low-cost institutional funds.
- Fees and Expenses – Both ERISA plans and IRAs typically involve (i) investment-related expenses and (ii) plan or account fees. Investment-related expenses may include the expenses of any mutual funds in which assets are invested and investment advisory fees. Plan fees typically include plan administrative fees (*e.g.*, recordkeeping, compliance, trustee fees) and fees for services such as access to a customer service representative. In some cases, employers pay for some or all of the Plan's administrative expenses. An IRA's account fees may include, for example, administrative, account set-up and custodial fees.
- Everhart Advisors will earn fees if retained by Client as the advisor for Client's IRA account or other investment program, and such fees may be higher than those earned by Everhart Advisors as the advisor to Client's current ERISA plan. Client should examine all fees and expenses prior to making an investment decision.
- Penalty-Free Withdrawals – A SEPP (substantially equal periodic payment program) can allow penalty-free withdrawals from IRAs and ERISA Plans (when the employee leaves the job) between age 55 and 59½. However, it may be easier to borrow from an ERISA Plan. Client may not borrow from an IRA.
- Protection from Creditors and Legal Judgments - Generally speaking, ERISA Plan assets have unlimited protection from creditors under federal law, while IRA assets are protected in bankruptcy proceedings only. State laws vary in the protection of IRA assets in lawsuits.
- Required Minimum Distributions - Once an individual reaches age 70½, the rules for both ERISA Plans and IRAs require the periodic withdrawal of certain minimum amounts, known as required minimum distributions. A person still working at age 70½, however, generally is not required to make required minimum distributions from a current employer's ERISA Plan. This may be advantageous for those who plan to work into their 70s.
- Employer Stock - An investor who holds significantly appreciated employer stock in an ERISA Plan should consider the negative tax consequences of rolling the stock to an IRA. If employer stock is transferred in-kind to an IRA, stock appreciation will be taxed as ordinary income upon distribution. The tax advantages of retaining employer stock in an ERISA Plan account should be balanced with the possibility that the investor may be excessively concentrated in employer stock. It can be risky to have too much employer stock in one's retirement account; for some investors, it may be advisable to liquidate the holdings and roll over the value to an IRA, even if it means losing long-term capital gains treatment on the stock's appreciation.
- Financial Advisors with Everhart Advisors do not provide tax, accounting or legal advice. Client is encouraged to consult with qualified professionals as to any tax, accounting or legal matters.
- Before investing in an annuity contract, mutual fund or any other investment vehicle Client should learn about the specific financial product being considered. Client is advised to request a prospectus or any other available material from the insurance company, investment company or from your financial adviser, and read it carefully. The prospectus contains important information about the financial product including risks, surrender charge schedule, expenses, fees and charges, investment options, death benefits, annuity payout options, and other important information. Client is advised to compare the costs and benefits of the selected investment to similar investments and to other types of financial products.

Client Acknowledgement:

I have read and understand the foregoing information and I acknowledge that I have the option of working with financial advisors not associated with Everhart Advisors. I also understand that the sponsor of my ERISA plan (my current or former employer) is not endorsing Everhart Advisors for investment and financial services.

Printed Name: _____ Printed Name: _____
Signature: _____ Signature: _____ Date: _____

Acknowledgement for ERISA Plan Participants Requesting Rollovers to IRAs

Client wishes to discuss rollover options with a representative of Everhart Advisors. Client acknowledges and understands:

- This rollover activity is initiated by Client.
- As an active, retired, or terminated participant in a 401(k) or other ERISA plan, Client has the right to keep money in the ERISA plan, provided Client meets certain criteria and account balance minimums outlined in the plan documents.
- Client acknowledges and understands they are under no obligation to utilize the services of Everhart Advisors.
- Everhart Advisors will discuss with Client the following options: (1) leaving Client's assets in the ERISA Plan, if permitted; (2) rolling over the assets to a new employer's ERISA plan if one is available and rollovers are permitted; (3) rolling over assets to an IRA; and (4) cashing out the account value, which may trigger a taxable and/or penalty event.
- Investment options - An IRA often enables an investor to select from a broader range of investment options, some which may have higher fees than an ERISA Plan. Plans may offer low-cost institutional funds.
- Fees and Expenses – Both ERISA plans and IRAs typically involve (i) investment-related expenses and (ii) plan or account fees. Investment-related expenses may include sales loads, commissions, the expenses of any mutual funds in which assets are invested and investment advisory fees. Plan fees typically include plan administrative fees (e.g., recordkeeping, compliance, trustee fees) and fees for services such as access to a customer service representative. In some cases, employers pay for some or all of the Plan's administrative expenses. An IRA's account fees may include, for example, administrative, account set-up and custodial fees. Maintaining Client's money in the plan may be the lowest cost option available.
- Everhart Advisors will earn fees if retained by Client as the advisor for Client's IRA account or other investment program. Client should examine all fees and expenses prior to making an investment decision.
- Penalty-Free Withdrawals – A SEPP (substantially equal periodic payment program) can allow penalty-free withdrawals from IRAs and ERISA Plans (when the employee leaves the job) between age 55 and 59½. However, it may be easier to borrow from an ERISA Plan. Client may not borrow from an IRA.
- Protection from Creditors and Legal Judgments - Generally speaking, ERISA plan assets have unlimited protection from creditors under federal law, while IRA assets are protected in bankruptcy proceedings only. State laws vary in the protection of IRA assets in lawsuits.
- Required Minimum Distributions - Once an individual reaches age 70½, the rules for both ERISA Plans and IRAs require the periodic withdrawal of certain minimum amounts, known as required minimum distributions. A person still working at age 70½, however, generally is not required to make required minimum distributions from a current employer's ERISA Plan. This may be advantageous for those who plan to work into their 70s.
- Employer Stock - An investor who holds significantly appreciated employer stock in an ERISA Plan should consider the negative tax consequences of rolling the stock to an IRA. If employer stock is transferred in-kind to an IRA, stock appreciation will be taxed as ordinary income upon distribution. The tax advantages of retaining employer stock in an ERISA Plan account should be balanced with the possibility that the investor may be excessively concentrated in employer stock. It can be risky to have too much employer stock in one's retirement account; for some investors, it may be advisable to liquidate the holdings and roll over the value to an IRA, even if it means losing long-term capital gains treatment on the stock's appreciation.
- Financial Advisors with Everhart Advisors do not provide tax, accounting or legal advice. Client is encouraged to consult with qualified professionals as to any tax, accounting or legal matters.
- Before investing in an annuity contract, mutual fund or any other investment vehicle Client should learn about the specific financial product being considered. Client is advised to request a prospectus or any other available material from the insurance company, investment company or from your financial adviser, and read it carefully. The prospectus contains important information about the financial product including risks, surrender charge schedule, expenses, fees and charges, investment options, death benefits, annuity payout options, and other important information. Client is advised to compare the costs and benefits of the selected investment to similar investments and to other types of financial products.

Client Acknowledgement:

I have read and understand the foregoing information.

Printed Name: _____ Printed Name: _____
Signature: _____ Signature: _____ Date: _____