



VERBATIM FINANCIAL

INVESTMENT MANAGEMENT AND FINANCIAL PLANNING AGREEMENT

This investment advisory agreement is between Verbatim Financial LLC (the “Firm” or “Adviser”), and _____ (“Client”). Verbatim Financial LLC is registered with the State of Georgia and the Client wishes to retain us to act as their investment advisor in accordance with the terms and conditions of this agreement.

This agreement is intended to outline the responsibilities of the parties with regard to the investment management services to be provided by Verbatim Financial LLC.

1. We will give you the benefit of our continuing study of economic conditions, securities markets and other economic issues. On the basis of these studies, we shall determine a target Portfolio allocation between various asset classes (such as equities and fixed income) that is designed to be consistent with the investment objectives communicated by you to us via your Investment Policy Statement, which will be updated on an at least annual basis. We will periodically review the Portfolio and implement changes that we deem appropriate. We may change the target asset class allocations, and/or the specific assets held in the Portfolio.

We will provide ongoing Financial Planning and Investment Advisory services on a non-discretionary basis. Initial _____

We will provide ongoing Financial Planning and Investment Advisory services on a discretionary basis.

Our fee to provide financial planning and manage your accounts will be:
\$5,000 flat fee per year, billed \$1,250 per quarter Initial _____

We will provide a stand-alone Financial Plan
_____ flat fee Initial _____

We will provide hourly consulting services
Our fee to provide financial planning services will be:
_____ per hour Initial _____

We will provide retirement plan consulting services
Our fee to provide comprehensive financial planning services will be:
_____ flat fee Initial _____



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2. The Client is responsible for informing us of any changes in the Client's financial circumstances, investment objectives, and any other information provided by the Client to us under this agreement. The Client is responsible for notifying us of any transactions or holdings that appear to be in error or inconsistent with the Client's investment objectives. In providing all services under this agreement, Adviser will rely on the financial and other information provided by Client without any duty or obligation to investigate the accuracy or completeness of the information. Where this agreement is signed by more than one person representing 'Client,' this includes information and instructions provided by only one such person, and Adviser shall have no duty or obligation to verify any such information or instructions with any other signatory to this agreement. We will not provide ongoing services to the Client or the Portfolio, except as noted above.
3. We will, after consulting with you, recommend that you establish and maintain, in your name, accounts with an independent qualified custodian into which you shall deposit funds and/or securities ("Managed Assets").
4. You may at any time increase or decrease your Managed Assets. Your account(s) will, at all times, be held solely in your name and will require your authorization for withdrawal.
5. You will receive account statements and confirmations directly from your broker/dealers, mutual funds and other money managers on at least a quarterly basis. Verbatim Financial LLC may provide you with additional reports. The Client will direct that any reports sent to the Client from any broker or other custodian concerning the Client's account balance therein be sent to the Client with a copy to the Adviser.
6. The Adviser agrees that any information furnished by the Client to the Adviser shall be treated as confidential information and shall not be disclosed to any third party except as required by law or Client request; provided however that the Client acknowledges and hereby agrees that the Adviser may provide information with respect to the Client to its third party vendors in the Adviser's sole and absolute discretion. The Adviser agrees to seek confidential treatment of all such information provided to any third party vendors.
7. Limitation of Liability.
 - a. The Adviser will give the Client the benefit of its best judgment and efforts in rendering services under this Agreement to the Client, and the Client agrees as an inducement to the Adviser's undertaking these services that the Adviser, its affiliates and their respective principals, officers, directors, members, partners, shareholders, agents and employees (collectively, the "Indemnitees") shall not be liable hereunder for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively "Losses"); provided, however, that nothing herein shall be deemed to protect or purport to protect an Indemnitee against any liability to the Client to which any such person would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder; provided, however, further that nothing herein shall be deemed to constitute a waiver or limitation of any rights that the Client may have against the Adviser under any federal or state securities laws or Employee Retirement Income Securities Act of 1974, as amended ("ERISA"), even in circumstances where Adviser's actions were taken in good faith.



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- b. The Client shall reimburse, indemnify and hold harmless the Indemnitees for, from and against any and all Losses: (i) relating to this Agreement or investments made by the Client according to Adviser recommendations arising out of any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement or any act or omission or alleged act or omission, in each of the foregoing cases on the part of the Client or any of the Client's agents; or (ii) arising or relating to any demand, charge or claim in respect of an Indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement; provided, however, that an Indemnitee shall not be indemnified for Losses resulting by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder. The Client shall advance amounts and/or pay expenses as incurred in connection with the indemnification obligation herein. In the event that this indemnification obligation shall be deemed to be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or modified so as to give effect to this section to the fullest extent permitted by law.
8. The Client understands and accepts that financial risks are involved with any investment recommendations that the Adviser may make with respect to the investment management program, and understands that there can be no assurance that any goals of the Account, including any financial objectives, will be achieved. All transactions carried out pursuant to the Account shall be made at the risk of the Client.
9. This Agreement shall be valid for a term of one year and will be renewed automatically for additional one year terms unless otherwise terminated in accordance with this Section. Either party may terminate this Agreement for any reason, at any time, and without penalty, by providing thirty (30) days' prior written notice to the other party, subject to Section 17 below, if applicable. As applicable, upon notice of termination, the fee due from Client to Adviser shall be prorated to the date of termination. Termination of this Agreement shall not affect any liability resulting from sales or exchanges initiated prior to written notice of such termination.
10. Neither party may assign or transfer this Agreement without the consent of the other party.
11. You acknowledge that past performance of investments recommended by Verbatim Financial LLC should not be construed as an indication of future results, which will prove to be better or worse than past results. YOUR INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS.
12. We make no promises, guarantees or warranties that any of our services will result in a profit to you. You may rely on information furnished by us to be reasonably accurate and reliable.
13. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, in accordance with the arbitration rules of FINRA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. While the Adviser is not a broker-dealer and not a FINRA member, FINRA accepts disputes between investors and investment advisers on a voluntary, case-by-case basis. If you do not wish to submit to FINRA arbitration, then an arbitration will be heard by the American Arbitration Association.



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14. If this agreement is established by you, the undersigned, in a fiduciary capacity, you hereby certify that you are legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
15. This agreement shall be governed by the laws of Georgia. This agreement contains all the understanding of the parties as to this agreement. In the event that any dispute shall arise by and between the parties, it is hereby agreed that the arbitration proceeding shall take place in the State of Georgia, or in another location that is reasonably accessible to the client.
16. Verbatim Financial LLC, its officers, directors, employees and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or omission by any broker, dealer, custodian or other third party.
17. You certify that the social security number (or tax ID number) set forth is correct and that you are not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision.
18. You hereby provide your express understanding of the fact that Verbatim Financial LLC shall not vote any proxy statements on your behalf.
19. I authorize Verbatim Financial LLC to send compliance documents in an electronic form.
20. Client hereby acknowledges that Client has received a copy of the Part 2 of Form ADV for Verbatim Financial LLC prior to and simultaneously with the receipt of this Agreement and has had an opportunity to read it and that Client may terminate this Agreement without penalty within five (5) business days after entering into the Agreement, as required by Rule 204-3 under the Advisers Act. Client also hereby acknowledges that Client has received and read the Privacy Policy of Verbatim Financial LLC

Your legal address is: _____

Last four of your social security number (or tax ID number) is: _____

Your email address is: _____

SIGNED:

DATED:



John Stoj



Verbatim Financial LLC

ELECTRONIC DELIVERY

Consent to Electronic Delivery. Verbatim Financial LLC (“Adviser”), directly or through an affiliate or authorized service provider, would like to provide to you (or your designated agent) (i) statements, reports and all other communications relating to the Account (including and monthly or quarterly reports, information, and (ii) all communications relating to Adviser (including the ADV Part 2, privacy policy and any other communication required under the Investment Advisers Act of 1940, as amended or otherwise) (collectively, the “Informational Documents”) in electronic form, such as through a file attached to an e-mail sent to the e-mail address provided by you below, or over a private internet site, in lieu of or in addition to sending such Informational Documents as hard copies via facsimile or mail. If the Informational Documents are made available over the internet, you may be notified of their availability through an e-mail sent to the e-mail address provided by you.

You acknowledge that an e-mail from the Adviser, its affiliate or authorized service provider is not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems, or may be intercepted, deleted or interfered with without the knowledge of the sender or the intended recipient. None of the Adviser, its affiliate or authorized service provider gives any warranties in relation to these matters. Please note that the Adviser, its affiliate or authorized service provider reserves the right to intercept, monitor and retain e-mail messages to and from its systems as permitted by applicable law. If you have any doubts about the authenticity of an e-mail purportedly sent by the Adviser, its affiliate or authorized service provider, you should contact the purported sender immediately.

You agree that you will be solely responsible for notifying the Adviser in writing of any change in your e-mail address and that the Adviser may not seek to verify or confirm your e-mail address as provided. You understand that you may revoke this consent at any time by notifying the Adviser in writing. You may also request delivery of a paper copy of an Informational Document by contacting the Adviser.

Do you consent to the sending of Informational Documents in electronic form, at Adviser’s discretion, in lieu of a separate mailing of paper copies until such time as you no longer have the right to receive Informational Documents or you revoke this consent in writing?

Yes No

If yes, please send communications to the following e-mail address(es):

SIGNED:

DATED:
