



## **Creo Global Capital LLC Advisory Agreement**

The undersigned (the "Client") hereby retains Creo Global Capital LLC (the "Adviser") as investment adviser for the Account(s) (described below) under the following terms and conditions:

1. The Adviser will make recommendations with respect to the acquisition, retention, management and disposition of all assets which the Client places under the supervision of the Adviser (the "Adviser"). The Adviser will communicate its recommendations from time to time to such person(s) as the Client may designate, and the Client or such person(s) will make all investment decisions.

2. The Client shall pay the Adviser for the services to be rendered by the Adviser under this Agreement in accordance with the fee schedule attached hereto as Schedule A.

3. The Adviser is authorized to place orders for the Account(s) with respect to the execution of securities transactions which are recommended to and accepted by or on behalf of the Client, with or through such broker, dealer or issuer selected by the Adviser and *approved* by the Client ("Broker").

1. (a) The Adviser may recommend or effect securities transactions for the accounts of other clients which are identical or similar to those which the Adviser may recommend or effect for the Account(s) at the same time or different times. Nothing in this Agreement shall impose on the Adviser any obligation to recommend, purchase or sell for the Account(s) any securities the Adviser recommends purchases or sells for other clients' accounts.

(b) As more fully set forth in Part 2A of the Adviser's Form ADV, which has been provided to the Client, the Client acknowledges that the principals of the Adviser actively may buy and sell securities for their own accounts, including those securities recommended to clients. Such purchases or sales may be at the same or different times or prices as the Client's purchases or sales.

4. The Adviser shall be responsible for its malfeasance or violation of applicable law, but neither the Adviser nor any of its officers, directors or employees shall be responsible hereunder for any other action, performed or omitted to be performed in good faith, or for any errors in judgment in supervising the Account(s). The Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker, dealer or custodian other than itself provided, however, that the Adviser will make reasonable efforts to require that brokers, dealers and custodians perform their obligations with respect to the Account(s). It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which the Adviser may have under any state or federal securities laws.



1. Client hereby agrees that all controversies which may arise between Client and Adviser concerning any transaction or the construction, performance or breach of this agreement, shall be determined by arbitration. Client understands that nothing contained in this Agreement shall constitute a waiver of any rights that Client may have under federal or state securities laws. Any arbitration shall be pursuant to the arbitration laws of the State of Michigan, or before the American Arbitration Association and in accordance with its rules.

The assets of the Account(s) shall be held by First Clearing, LLC ("FLC") as appointed by the Client as custodian of the Account(s) (the "Custodian"). The Custodian shall at all times be responsible for the physical custody of the assets of the Account(s) and for the collection of interest, dividends and other income attributable to the assets of the Account(s). Client will direct the Custodian to accept settlement instructions issued by the Broker for the Account(s).

7. (a) This Agreement constitutes the entire agreement between the parties with respect to the Account(s). This Agreement shall be governed by the laws of the State of Michigan.

(b) The Adviser represents and warrants to the Client that it is registered with the Michigan Corporations and Securities Commission as an investment adviser.

(c) Client acknowledges receipt of a copy of Part 2A and the Part2Bs of the Advisers Form ADV which describes the Advisers investment techniques, disciplines and related risk factors as well as a copy of the Adviser's privacy policy.

(d) This Agreement may be terminated by the Client at any time, by giving the Adviser prior written notice of termination, and by the Adviser, by giving the Client thirty days' written notice of termination. The Client may also terminate this Agreement within 5 days of execution and receive a full refund of the any fees charged pursuant to this Agreement. Any termination of this Agreement shall not, in any case, affect or prevent the consummation of any transaction initiated prior to such termination.

(b) No assignment of this agreement (as that term is defined in the Investment Advisers Act of 1940) of this Agreement shall be made without prior written consent of the Client.

(c) Notices shall be deemed effective if addressed and mailed, certified or registered mail, to the Client at Client Address and to the Adviser at 2803 S. State Street, Ann Arbor, MI 48104.



If the foregoing correctly sets forth our understanding, please sign the enclosed copy of this letter and return it to the Adviser.

**CREO GLOBAL CAPITAL LLC**

By: \_\_\_\_\_  
Its Managing Member

**ACCEPTED AND AGREED TO**

**CLIENT:** \_\_\_\_\_





## SCHEDULE A TO ADVISORY AGREEMENT

Client:

Account(s):

Assets Under Management	Standard Annualized Fees	Adjusted Annualized Fees
\$0 to \$250,000	2.75%	%
\$250,001 to \$1,000,000	2.50%	%
Over \$1,000,000	2.00%	%

Adviser's fee shall be calculated by prorating the fee and charging it quarterly in advance based upon the market value of the assets on the last day of the previous quarter. The billable balance is based upon the Custodian's market value placed on the assets under management. In absence of a custodial value, Adviser and client agree to seek the opinion of an unaffiliated third party.

By initialing in the space provided after this paragraph, Client desires that the Bank, trust company, broker-dealer or the entity which is acting as the custodian of the Account(s) to pay the Adviser the fee described on this Schedule A upon receipt of Adviser's invoice for services rendered hereunder. In addition, Client hereby authorizes the Adviser to provide to such custodian of the Account(s) a copy of this Schedule A as evidence of the authorization granted pursuant to this paragraph.

Special Conditions or Restrictions on Management of Portfolio:

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Client's Initials

