

SOVEREIGN CAPITAL VANTAGE, INC.

INVESTMENT ADVISORY AGREEMENT

On this _____ day of _____, in the year _____, by and between Sovereign Capital Vantage, Inc. ("SCV") and _____ ("Client").

WITNESSETH

WHEREAS, the undersigned Client being duly authorized has funds available ("Account"). In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby agrees to the following terms and conditions:

INVESTMENT ADVISORY SERVICES – Investment Advisory Services are detailed throughout this Agreement.

(A) Appointment and Acceptance as Investment Advisor

The client hereby appoints SCV as investment advisor for the Account. SCV shall supervise and direct the investments of and for the Account, subject to the objectives, limitations and restrictions listed in the Client's Investment Policy Statement (Schedule A).

Certain Client Accounts subject to Advisor's services under this Agreement may be held at a custodian that is not directly accessible by the Advisor ("Held Away Accounts"). Advisor may, but is not required to, manage these Held Away Accounts using the Pontera Order Management System ("Pontera") that allows Advisor to view and manage these assets.

(B) Duties of SCV

SCV hereby accepts appointment and fiduciary duty of utmost good faith to act solely in the best interest of each client pursuant to the terms and conditions set forth in this Agreement and to comply with impartial conduct standards of:

- Charging no more than reasonable compensation for services provided; and
- Making no misleading statements regarding investments, compensation and conflicts of interest.

_____ Client chooses for SCV to have discretion for the following:

1. Direct the Custodian to invest and reinvest or sell the Account assets in common and preferred stocks, bonds, debentures, notes, mutual fund shares, exchange traded funds, and options.
2. Direct the Custodian to exercise or abstain from exercising any options, privileges or rights held as part of the account.
3. Render to Client at least quarterly a written statement of the investments of the Account. This statement may come directly from the Custodian.

Client Initials Date

Client Initials Date

SCV will not be required to take any action or 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.

SCV represents and warrants that it has full power and authority to enter into this Agreement and to perform this Agreement in accordance with its terms and that it is duly registered as an investment advisor under the laws of the State of Mississippi and other jurisdictions in which it may conduct business.

(C) Duties of Client

Client agrees to:

1. Notify SCV of a change in life status including but not limited to, employment, retirement, marital status, or household.
2. Promptly notify SCV in writing of any changes to its investment policy, and any changes to the restrictions or limitations applicable to the Account, and to provide SCV with prior written notice of any changes in the identity of persons authorized to act on behalf of the Client with respect to the Account.
3. Execute any and all agreements, including limited powers of attorney, necessary or appropriate to enable SCV to perform its investment advisory services hereunder.
4. Cause the Custodian to pay all Account charges and fees, including but not limited to brokerage commissions and taxes, and investment advisory fees.
5. For Held Away Accounts, Client agrees to the Pontera End User Terms and Conditions and Privacy Policy. Client agrees to keep SCV apprised of any changes to its usernames and passwords for Held Away Accounts so that SCV can promptly update the Client's credentials using the Pontera system. Client also agrees to promptly address any requests to update its login credentials when requested by the Pontera system. In the event of any delay by the Client to update its login credentials, Client acknowledges that the Advisor will not have access to view or manage the Client's Held Away Account, which may result in investment losses or inadvertently incorrect valuations being used in the billing process under this Agreement. Client acknowledges and agrees that Advisor is not responsible for any losses arising from the Client's delays in updating its login credentials through the Pontera system and agrees that Advisor is under no obligation to credit any fees for valuations made in good faith during periods when Advisor did not have access to any Held Away Account in calculating its fees under this Agreement.
6. If the only relationship between Client and SCV is for the management of Held Away Accounts, the Client will open an account with a custodian utilized by SCV and will deposit funds into this account for the purpose of covering the fees charged for asset management to be withdrawn by SCV on a monthly basis.

(D) Custodian

The Custodian at the time this Agreement is executed is identified in Schedule C. SCV may receive certain administrative benefits from the Custodian that enable SCV to provide the Client with advisory services. Under no circumstances will SCV act as Custodian for the Account or have possession of any portion of the cash or investments of the account except for authorized fee withdrawal.

SCV is deemed to have constructive custody solely because advisory fees are directly deducted from client's accounts by the custodian on behalf of SCV.

(E) Directed Brokerage

In circumstances where a client directs SCV to use a certain broker-dealer, SCV still has a fiduciary duty to its clients. The following may apply with Directed Brokerage: SCV's inability to negotiate commissions, to obtain volume discounts, disparity in commission charges among clients, and conflicts of interest arising from brokerage firm referrals.

(F) Services to Other Clients

It is understood that SCV performs investment advisory services for various clients. Client agrees that SCV may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is SCV'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. Nothing in this Agreement shall be deemed to confer upon SCV any obligation to acquire for the Account a position in any security which SCV, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of SCV it is not for any reason practical or

desirable to acquire a position in such security for the Account. SCV shall not be held responsible for any loss incurred by reason of any act or omission of any broker or the Custodian for the Account.

(G) Fees

Client agrees to pay to SCV an annual investment advisory fee, payable monthly and in arrears. The fee is calculated based on the total market value of assets in the Account managed by SCV as of the last business day of the month pursuant to the fee agreed to in Schedule D. In the event of termination of the Account, SCV is entitled to a pro rata fee for the days service was provided in the final month.

In computing the market value of any investment of the Account, each security listed on any national securities exchange or otherwise subject to current last-sale reporting shall be valued at the last sale price on the valuation date. However, for assets such as alternative investments where a fee is charged and the custodian does not price the security, the asset may be priced by the provider of the asset according to their pricing policy or may also involve independent pricing services for assets that are priced in that manner. SCV, does not price any investment or security for which it charges a management fee or that is included in the portfolio return. The fee is based on the determined value of the securities in the portfolio as of the final date of the preceding month.

The investment advisory fee is billed directly to the Custodian. The Custodian deducts the fee for the Account upon receipt of the invoice, or shortly thereafter. SCV will not be compensated based on the basis of a share of capital gains or capital appreciation of the assets in the Account.

Client shall be given thirty (30) days prior written notice of any increase in fees and client will acknowledge, in writing, any agreement of increase in said fees.

(H) Duration and Termination

This Agreement shall become effective on the date written above and shall continue in effect until terminated by either party by giving to the other party thirty (30) days written notice.

No assignment of this Agreement by SCV shall be effective without the prior written consent of Client. Client may terminate the Agreement within five (5) business days of signing, without penalty or obligation. Sections I, J, L, and M of this Agreement shall survive any termination hereof.

(I) Confidentiality

SCV agrees that all information concerning the financial affairs of Client shall be treated as confidential and shall not be disclosed to third parties without prior authorization of Client, except as required by law.

(J) Title to Assets

Except to the extent Client has notified, or in the future notifies, SCV in writing, Client represents that assets in the Account belong to Client free and clear of any liens or encumbrances.

(K) Market Conditions

Client acknowledges that SCV's past performance and advice regarding Client's Account cannot guarantee future results. **Client investments can appreciate or depreciate.** SCV does not guarantee or warranty that services offered will result in profit.

(L) Notices

All notices and other communications contemplated by this Agreement shall be deemed duly given if it is transmitted to SCV at:

9994 Stone Path Dr
Ashland, VA 23005

And to Client at the address appearing below, or at such other address or addresses that shall be specified, in each case, in a written notice similarly given.

(M) Limitation of Liability

SCV shall not be responsible for acts, omissions, or solvency of the Custodian or any broker or agent selected by it to affect any transactions for the Account. SCV shall not be relieved of any liability imposed by the Investment Advisors Act of 1940 or any applicable state laws that cannot be waived.

SCHEDULE A

Client's Written Investment Policy

Complete the information below for each different registration type.

Account 1

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 2

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 3

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 4

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 5

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Account 6

Owner of account: _____
Type of account: _____
Risk tolerance: _____
Investment objective: _____
Investment horizon: _____
Restrictions: _____
Client initials: _____

Attach additional sheets as necessary.

SCHEDULE B

Identification of Additional Authorized Persons

The following persons are authorized to receive information with respect to the Account. Client will provide SCV with prior written notice of any changes to authorized persons.

Name(s): _____

SCHEDULE C

Identification of Custodian

Brokerage Firm: _____

SCHEDULE D

Schedule of Fees

Managed by SCV:

Fees are based on the value of the assets held in each account. Fees on accounts will be charged at a flat rate not exceeding 1.75%. Fees are billed monthly in arrears based on the amount of assets managed as of the last business day of the month. The annual fee is negotiable and may be reduced for combined household accounts. Custodial fees, if any, are charged separately by the custodian.

Monthly advisory fees will be deducted from the clients' account by the custodian. Lower fees for comparable services may be available from other sources. Clients may terminate their account within five (5) business days of signing the Investment Advisory Agreement with no obligation. Clients may terminate advisory services with written notice. SCV will be entitled to a pro rata fee for the days service was provided in the final month. Client shall be given thirty (30) days prior written notice of any increase in fees and client will acknowledge, in writing, any agreement of increase in said fees.

$$\text{Monthly fee multiplier} = (\text{negotiated fee \%} / 100) / 12$$

$$(\$ \text{ Month-end AUM}) \times (\text{Monthly fee multiplier}) = \$ \text{ Monthly Advisory Fee}$$

Client's Negotiated Fee _____

By signing below, Client agrees to the above fee schedule.

IN WITNESS WHEREOF, the parties hereto have executed and agreed to this Agreement as of the date first above written,

Sovereign Capital Vantage, Inc.

By: _____

Date: _____

CLIENT DATA

Name: _____

Address: _____

Client Signature

Date: _____

Client Signature

Date: _____