

Non-Brokerage Account Number: \_\_\_\_\_



## Non-Discretionary IA Services Client Services Agreement

Non-Brokerage Account Number \_\_\_\_\_

THIS INVESTMENT ADVISORY SERVICES AGREEMENT, the ("Agreement"), dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, is by and between Woodbury Financial Services, Inc., ("Woodbury"), a Registered investment adviser, \_\_\_\_\_ The Investment Adviser

Representative ("Investment Advisory Representative") undersigned below an affiliate of Woodbury acting on behalf of Woodbury and \_\_\_\_\_ ("Client"), and describes the non-discretionary investment advisory services provided by Woodbury. This agreement is effective as of the date set forth above and remains in effect unless otherwise terminated pursuant to paragraph 10 below.

The undersigned (referring to any trustee, sponsor, and administrator, individual and/or any other authorized person or fiduciary signing as or for the "Client" or "Clients" as designated on the signature page of this Agreement) hereby employs Woodbury's services, according to the following terms and conditions:

### I. SCOPE OF ADVISORY SERVICES

The Client hereby appoints Woodbury, and Woodbury hereby accepts the appointment, to perform on a one-time, ongoing or periodic basis, as the case may be, one or more of the following non- discretionary advisory services, as selected by the Client:

(Please select desired services by initialing where indicated)

- \_\_\_\_\_ Addendum A Investment Portfolio Monitoring  
(Initials)
- \_\_\_\_\_ Addendum B Financial Counseling  
(Initials)
- \_\_\_\_\_ Review of Accounts  
(Initials)
- \_\_\_\_\_ Securities Research  
(Initials)

The scope of the services selected by the Client, as indicated by the Client's initials above, are further described in Addendum A & B, which are incorporated by reference herein and made a part of this Agreement.

The Client acknowledges that the services covered by this Agreement are non-discretionary, and confer no investment authority or responsibility to Woodbury over any assets of the Client regardless of how and where such assets are held by the Client. Throughout the term of this Agreement, the Client shall retain full discretion to supervise, manage, and direct the assets of the Client that may be held by separate arrangement in one or more accounts with any affiliated or unaffiliated third party (an "Account" whether one or more), either with or without the recommendation of Woodbury, as the case may be, all with or without prior consultation with Woodbury and all at such times as the Client deems appropriate.

## **II. APPLICABLE GUIDELINES**

Woodbury may deem it prudent, in performing its services hereunder, to solicit from, and/or review with, the Client the investment objectives, policies, instructions, limitations and/or designations of the Client (the "Client Documentation"). The Client acknowledges and agrees that the Client is responsible for ensuring the accuracy and the legality of the Client Documentation and that the Client Documentation is in compliance with governing Plan or IRA documents. The Client represents that the Client Documentation and any other written information provided to Woodbury is accurate and complete, and the Client agrees that Woodbury and its agents or designees may each rely on such information in performing their responsibilities hereunder. The Client acknowledges and understands that it shall be the responsibility of the Client to promptly furnish Woodbury with written notice of changes in such Client Documentation or other written information provided by the Client to Woodbury.

## **III. CUSTODY OF ASSETS; CLIENT TRANSACTIONS**

The Client acknowledges that this Agreement is not intended to, nor does it, confer or create any rights or obligations associated with the custody of any Client assets in favor, or to the detriment, of Woodbury. If requested by Woodbury, the Client agrees to provide to Woodbury copies of or access to all necessary transactional information regarding the Client's assets which is deemed necessary by Woodbury to perform the advisory services selected hereunder. The Client shall be free to disregard any investment advice or recommendation offered to the Client by Woodbury. Woodbury assumes no responsibility for any investment activity directed by the Client or other agents of the Client, or the effects it may have on Woodbury's overall investment advice rendered pursuant to this Agreement.

## **IV. CLIENT REPRESENTATIONS AND ACKNOWLEDGEMENTS**

The Client represents and/or acknowledges that: (a) this Agreement does not violate any obligations by which the Client is otherwise bound and upon execution and delivery, this Agreement will be binding upon the Client in accordance with its terms; (b) the Client has received Part 2A of Woodbury's Form ADV; (c) the Client has delivered to Woodbury, and from time to time hereafter promptly will deliver to Woodbury, in writing, all of the information which Woodbury may require or reasonably request in order to perform its duties hereunder, and promptly will notify Woodbury, in writing, of any material changes in the information furnished.

Certain information provided by Woodbury or Investment Advisory Representative pursuant to this Agreement will include information obtained from independent third party sources that Woodbury or Investment Advisory Representative deem reliable, but for which Woodbury and Investment Advisory Representative are under no obligation to independently verify. Client acknowledges that Woodbury and Investment Advisory Representative may rely on such third party information while providing services under this Agreement and shall have no liability for the accuracy or consistency of such information. Moreover, the prior performance of any investment strategy or investment may not be indicative of the future performance of such investment strategy or investment.

The services provided by Woodbury and Investment Advisory Representative are based on the information provided to Woodbury or Investment Advisory Representative by Client. Client agrees to provide Woodbury or Investment Advisory Representative with all material and pertinent information regarding investment objectives, risk tolerance, asset allocation and the historical performance of the current and prior investments of the Client, income and liquidity requirements as well as any other relevant matters that Woodbury or Investment Advisory Representative may request from time to time (the "Information"). The Client understands that Woodbury and Investment Advisory Representative will rely on the Information without further verification and represents that such Information is true, accurate and complete as of the date provided. Client agrees to notify Woodbury or Investment Advisory Representative in writing within ten (10) days of any material changes in the financial condition, risk tolerance, needs or objectives of the Client.

The Client recognizes that dividends, capital gains, transfers and sales of securities may create a taxable event unless the Client's Account is a tax-qualified or tax-exempt account. The Client also acknowledges that Woodbury does not offer legal or tax advice and it is the separate responsibility of the Client to retain legal and tax professionals to the extent deemed necessary.

## **V. WOODBURY REPRESENTATIONS AND ACKNOWLEDGEMENTS**

Woodbury represents and/or acknowledges that: (a) Woodbury is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) Woodbury has delivered to the Client Part 2A of its Form ADV; and (c) to the extent required by law and in accordance with Woodbury's privacy policy, Woodbury will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

## **VI. VOTING OF PROXIES**

Client understands and agrees that Client retains the right to vote all proxies, which are solicited for securities held in the Account. Investment Advisory Representatives and Woodbury are hereby expressly precluded from voting proxies for securities held in the account and will not be required to take any action or render advice with respect to the voting of proxies. In addition, Woodbury and Investment Advisory Representatives will not take any action or render any advice with respect to any securities held in any Accounts that are named in or subject to class action lawsuits. Woodbury or Investment Advisory Representative will, however, forward to Client any information received by Woodbury or Investment Advisory Representative regarding class action legal matters involving any security held in the Account.

## **VII. NON-EXCLUSIVITY**

It is understood that Woodbury performs investment advisory services for various Clients. The Client agrees that Woodbury may give advice and take action in the performance of its duties with respect to any of its other Clients which may differ with respect to the actions taken in the performance of its duties to the Client hereunder.

## **VIII. LIMITATION OF LIABILITY**

In providing such services, it is agreed that except for negligence, malfeasance, or violation of applicable law, neither Woodbury nor any of its officers, directors, representatives, or employees shall be liable for any action performed under this Agreement. However, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing contained in this Agreement with respect to liabilities should in any way be construed to waive or limit any rights which a Client may have under applicable state or federal securities laws.

## **IX. COMPENSATION**

The payment and computation of any compensation due Woodbury for rendering its services under this Agreement (the "Fee") shall be as agreed between the Client and Woodbury in accordance with the fee description associated with each advisory service selected by the Client under this Agreement, as set forth in Addendum A or B, which are incorporated herein and made a part of this Agreement. Woodbury shall deliver to the Client or its designee (by mail, electronic medium, or any other reliable means agreed upon with the Client) within 15 days after each calendar quarter an invoice (the "Fee Notice") for the Fees earned by Woodbury during the immediately preceding calendar quarter. The Fee amount set forth in the Fee Notice shall be due and payable by the Client upon receipt. If the Client has requested hourly financial counseling, the fee will be due in full upon completion of the session.

## **X. TERMINATION, ASSIGNMENT AND AMENDMENT**

Either party may terminate this Agreement upon written notice to the other party. Upon termination, no refund will be made for services completed.

This Agreement shall be binding on all of Client's successors and assigns until terminated as provided herein. The death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, in the event of Client's death, permanent disability or incompetency, Client's executor guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Woodbury, with such termination being effective upon Woodbury's receipt of such notice.

This Agreement terminates automatically on the one year anniversary of the date hereof.

This Agreement shall not be assigned (within the meaning of the 1940 Act and the rules and regulations of the Securities and Exchange Commission and the no-action positions of its staff thereunder) by either party without the consent of all parties receiving or rendering services as hereunder.

## **XI. CONFLICTS OF INTEREST**

A. Client acknowledges that:

1. Woodbury is also a security broker-dealer registered with the Financial Industry Regulatory Authority ("FINRA"), and that Investment Advisory Representatives who advise Clients are also associated with Woodbury as securities representatives registered with FINRA.
2. Various Investment Advisory Representatives may also be agents for various other business entities including but not limited to insurance companies, and hold other licenses.
3. Woodbury and its Investment Advisory Representatives may recommend to Client that he/she purchase mutual funds or other securities, that charge a sales commission or pay other fees to Woodbury and/or Investment Advisory Representative; and
4. A conflict exists between the interests of Woodbury and its Investment Advisory Representatives and the interests of Client because Woodbury or Investment Advisory Representative may have an incentive to recommend the purchase of a security where compensation is greater to Woodbury or Investment Advisory Representative rather than comparable securities where there is no commissions or commissions are waived.
  - If Client decides to implement any of the recommendations through Woodbury and its Investment Advisory Representatives in any of the above listed capacities, Client hereby consents to the above described conflicts of interest and to receipt by Woodbury, its branch managers and its Investment Advisory Representatives of fees for providing investment advisory services as provided herein. Additionally, Client consents to the receipt by Woodbury

and its Investment Advisory Representatives of any sales commissions attributable to such transactions (as listed previously) as are generated by implementation of any recommendations.

- Client is under no obligation to act on the recommendations of Woodbury or its Investment Advisory Representatives. If Client elects to act on any recommendations, Client is under no obligation to effect any investment, insurance, real estate or securities transaction through Woodbury or its Investment Advisory Representatives.
- Client has received Woodbury's ADV Part 2A, which sets forth material conflicts of interest to which Woodbury's provision of advisory services may be subject.

## **XII. EMPLOYEE BENEFIT PLANS AND IRAs**

If the services provided under this Agreement relate to an employee benefit plan ("Plan") (i.e. through the provision of non-discretionary advisory services to participants in a Plan ("Plan Participants")) or any form of individual retirement account ("IRA") subject to ERISA and/or section 4975 of the Internal Revenue Code of 1986, as amended ("Code"), the following provisions apply.

A. Client acknowledges and agrees that:

1. The person signing this Agreement is duly authorized to execute this Agreement on behalf of the Plan Participant account or IRA, and the Client Documentation is in compliance with the governing Plan or IRA documents.
2. The Plan or IRA meets the applicable requirements for tax qualification under the Code, and Client will inform Woodbury immediately should the Plan or IRA fail to continue to meet such qualification requirements.
3. Client retains and will exercise final decision-making authority and responsibility for (a) the implementation of any investment plan or strategy resulting from the services provided under this Agreement, and (b) the determination whether an investment is appropriate, and (c) the selection of investments.
4. Woodbury and Investment Advisory Representative each is hereby authorized to obtain all information from service providers, product vendors, investment managers, the trustees/administrators/custodians and any third party responsible for any aspect of Plan or IRA operation as Woodbury or Investment Advisory Representative may require. Client hereby authorizes all those afore-mentioned parties to promptly release said information to Woodbury or Investment Advisory Representative upon request. Woodbury and Investment Advisory Representative shall not be under any obligation to verify such information obtained and may rely upon such information in performing its/his/her services.
5. Woodbury and Investment Advisory Representative are acting as a "fiduciary" within the meaning of section 3(21) of ERISA and section 4975 of the Code only in respect of the Investment Portfolio Monitoring, Review of Accounts and Securities Research services, as applicable, are not acting as such a fiduciary in respect of any other services provided under this Agreement, and have no responsibility as such a fiduciary for the Plan or IRA other than as specified in this sentence. Neither Woodbury nor Investment Advisory Representative is an "investment manager" within the meaning of section 3(38) of ERISA. Under the 1940 Act, Woodbury and Investment Advisory Representative are acting as a fiduciary in respect of all advisory services provided under this Agreement. Woodbury and Investment Advisory Representative do not provide legal, tax, accounting or actuarial advice and are not responsible for ensuring that investment or other decisions comply with any legal, actuarial or other requirements that apply to the Plan or IRA or that the Plan or IRA

meets tax qualification requirements.

B. Woodbury and Investment Advisory Representative will not render advice to utilize any affiliated investment options (including but not limited to mutual funds), and will not receive any brokerage commission or any form of indirect compensation in connection with investments of the assets or IRA, except they may receive:

1. A solicitor's fee from a third party investment manager in connection with non-fiduciary services, as disclosed from time to time in the notice of such fee required under the 1940 Act; and/or
2. 12b-1 fee, revenue sharing or other forms of indirect compensation in connection with mutual fund investments allowable under applicable authority, as disclosed in separate fee disclosure provided from time to time electronically or by other means.

Client represents that it has determined that any such fee constitutes part of the reasonable compensation for services to be received by Woodbury and Investment Advisory Representative in connection with this Agreement. If there is any change to any arrangements with a financial institution or investment provider that modifies Woodbury's compensation as disclosed herein, Woodbury will notify Client within sixty (60) days from the date on which Woodbury acquires knowledge of the change.

C. Woodbury or Investment Advisory Representative will, on reasonable request, provide information to the plan administrator for the Plan (or its delegate) information relating to the compensation received in connection with the contract or arrangement that is required for the plan administrator to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder.

D. This Agreement includes the disclosures required of Woodbury and Investment Advisory Representative under section 408(b)(2) of ERISA. In particular, (a) the services to be provided by Woodbury and Investment Advisory Representative are described in Section I and Addendum A and B, (b) the extent to which Woodbury and Investment Advisory Representative are acting as a fiduciary under ERISA or the 1940 Act is described in Section XII(A)(5), (c) the direct compensation to be received by Advisor/Representative is described in Section IX and Addendum A and B and the manner of receipt of that compensation is described in Section IX, (d) Woodbury and Investment Advisory Representative receive no indirect compensation in respect of the services provided pursuant to this Agreement, except as described in Section XII(B), and (e) the fees payable on termination of this Agreement are described in Section X. Pursuant to this Agreement, Woodbury and Investment Advisory Representative neither provides recordkeeping services nor makes available any designated investment option for the Plan nor advises any investment contract, fund or entity in which the Plan has a direct equity investment, and no disclosures under Section 408(b)(2) are provided herein in respect of those matters.

### **XIII. GOVERNING LAW**

The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be either emailed or mailed to such email account or physical address or as stated on the signature page of this Agreement (or any exhibit thereof), and that Woodbury may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 13.

The Client understands that unless preempted by federal law, this Agreement shall be governed by the laws of the State of Minnesota without giving effect to any conflict of laws, principle, doctrine or statute.

### **XIV. NOTICES**

The Client understands that unless subsequent written notice is given, any notice, report or other written communication provided to a party shall be either emailed or mailed to such email account or physical address or as stated on the signature page of this Agreement (or any exhibit thereof), and that Woodbury may forward to its agents a copy of any written communication sent by the Client in connection with this Agreement. All notices and other communications contemplated by this Agreement shall be deemed duly given if provided in accordance with this Section 13.

## XV. SEVERABILITY

If any part of this Agreement is determined to be illegal, invalid, or unenforceable, then such part will be considered severed from this Agreement and the remainder of the Agreement will continue in full force and effect.

## XVI. COUNTERPARTS

This Agreement may be signed and executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same signatory page of the Agreement.

## XVII. ENTIRE AGREEMENT

This Agreement (and its accompanying Addendums) represents the entire agreement between the parties and expressly supersedes any prior written or oral agreement.

## XVIII. CONFIDENTIALITY

If the contract contains an agreement to provide services and advice that could benefit other individuals, the Client agrees to keep that advice confidential and not share such services and advice with other persons.

## XIX. ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_ By initialing this paragraph, the Client acknowledges receipt of a copy of the following:  
(Initial)

1. Part 2A of Woodbury's Form ADV
2. IAR's Form ADV Part 2B (Brochure Supplement)
3. Woodbury's Privacy Policy Statement
4. Addendum A or B (whichever is applicable)
5. A Scope of Engagement Letter (Required when using Addendum B)

Woodbury represents and/or acknowledges that: (a) Woodbury is registered as an investment adviser with the Securities and Exchange Commission under the Investment Advisers Act of 1940; (b) Woodbury has delivered to the Client Part 2A of its Form ADV and Part 2B of the IAR's Form ADV; and (c) to the extent required by law and in accordance with Woodbury's privacy policy, Woodbury will treat as confidential any information obtained from or about the Client or the Client's Account through the performance of its obligations under this Agreement.

## XX. ARBITRATION

**This Agreement contains a predispute arbitration clause, which requires that all claims concerning any services covered by this Agreement be resolved through arbitration. By signing an arbitration agreement, Client acknowledges, understands, and agrees that:**

- **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
- **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**
- **The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**
- **The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all**

- parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

To the extent permitted by law, all controversies which may arise between the Client, Woodbury, Investment Advisory Representative or any of their affiliated companies concerning any services covered by this Agreement, or the construction, performance, or breach of this or any other agreement among the parties whether entered into prior to, on or subsequent to the date hereto, shall be submitted to arbitration conducted under the Code of Arbitration Procedure of the Financial Industry Regulatory Authority ("FINRA") or, if FINRA will not accept jurisdiction, the Rules of the American Arbitration Association. Such arbitration shall be conducted in a venue not detrimental to Client. Arbitration must be commenced by service upon Adviser or Investment Advisory Representative of a written demand for arbitration or a written notice of intention to arbitrate. Any arbitration pursuant to this Agreement shall be governed by the rules of the organization convening the arbitration panel. The award of the arbitrators, or of the majority of them, shall be final, and judgment on the award rendered may be entered in any court of competent jurisdiction. A party's ability to have a court reverse or modify an arbitration award is very limited. This Agreement supersedes any and all preexisting agreements and/or understandings.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class action who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**AGREED AND ACCEPTED BY:**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Name (Print or Type)**

\_\_\_\_\_  
**Client Name (Print or Type)**

\_\_\_\_\_  
**Title: (if Client is a corporation, partnership, trust or other entity)**

**All authorized individuals must sign with title designations (examples: Chairman, President, Vice President, Managing Director, General Partner, Sole Owner, Trustee, Names Plan Fiduciary, Executor/Administrator, etc.)**

**Woodbury Financial Services, Inc.**

**By:** \_\_\_\_\_  
**Investment Advisory Representative (Signature)**

\_\_\_\_\_  
**Investment Advisory Representative (Print Name)**

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_