

## INVESTMENT MANAGEMENT AGREEMENT

Welcome to Security First Financial! This Agreement is between Security First Financial, Inc., (“*Security First Financial*” or the “*Adviser*”), and “*You*” and/or “*Client*”, and outlines the terms of our engagement to provide investment advisory services effective the date of execution by the Adviser. The primary purpose of this Agreement is to spell out in everyday terms what you can expect from us and what we expect from you.

**INVESTMENT MANAGEMENT SERVICES** are individualized and are ongoing in nature. We will discuss your current portfolio as it relates to the markets, the economy, interest rates and your needs. We may request copies of current financial statements and tax information. The Adviser will develop a portfolio as it relates to the markets, the economy, interest rates and your needs. The advisor may make the portfolio adjustments, assist in contribution and distributions, and various service work (i.e. change for address, etc). You may prefer the Adviser limits its services to a certain portion of your overall investment portfolio and you agree that you understand that while we will make every effort to take your overall financial situation into consideration, we will not monitor accounts or investments that we have not agreed to manage. Clients can contact Security First Financial to schedule an appointment for a portfolio review if they wish. It is the client’s responsibility to contact the firm to request a portfolio review. Reviews are held in person at the firm’s office, phone, video chat. The client is responsible for informing Security First Financial of material changes in their life (i.e. marriage, death, divorce, income changes, job changes, address changes, phone or email changes retirement, etc...). Throughout our engagement, the Adviser will remain available on an ongoing basis to discuss your life changes and a portfolio review. You are free to call, email or text our office to schedule an appointment to discuss your concerns, life changes and your portfolio.

**STATEMENTS AND REPORTS:** You will receive monthly and/or quarterly statements from your custodial services provider.

**LIMITED DISCRETION:** Security First Financial will have limited discretionary trading authority to execute securities transactions in your portfolio. The Adviser will never have full power of attorney nor will we ever have authority to withdraw funds or to take custody of your funds or securities other than the ability to deduct advisory fees via your qualified custodian, with your authorization.

**SERVICES NOT PROVIDED:** Security First Financial will only provide Investment Management Services under the terms of this Agreement and you agree that you understand the scope of this engagement. The Adviser will provide only those services listed on this page (“*Services*”) under the terms of this engagement. The Adviser does not provide tax preparation, accounting services or legal advice. You understand the need to secure the assistance of your personal accountant or legal counsel should you determine a need for these services. The Adviser will not take action with respect to any securities or other investments that become the subject of any legal proceedings, including bankruptcies.

**DIRECTED BROKERAGE:** The Adviser utilizes one or more preferred service providers as outlined in the Firm’s ADV II. As a client of the Adviser, you have the ability to place securities transactions with a particular financial services provider of your choice. You understand the Adviser may not be able to fulfill its duty of obtaining best execution in all cases because of the limitations that may be in place by your firm of choice. In these cases, you may need to make an additional effort to ensure the Adviser receives copies of statements from your selected provider. The Adviser will expect that services and fee deductions will be facilitated through a designated custodian until you advise otherwise via written direction.

**CLIENT RESPONSIBILITIES:** Security First Financial strongly believes that ongoing communication between the Adviser and its clients is essential. You understand the value and usefulness of the advisory services provided by the Adviser will be dependent upon information you provide us and upon your active participation in the formulation of advice and investment objectives. You acknowledge that the investments are age and cash flow appropriate, information disclosed by and with your participation; accordingly. The Adviser’s goal is to provide investment advisory services based on the clients cash flow needs, the markets, the economy and interest rates. In providing services under the scope of this engagement, the Adviser is entitled to rely on the financial and other information you provide and without duty or obligation to investigate the accuracy or completeness of the information. It is important that we are working with the most current information in order to provide advisory services based on current data. You agree to promptly notify the Adviser of any changes in your financial situation. You agree that you understand that you may have other assets that will not be considered under the services provided under this Agreement.

**CLIENT AUTHORITY: (If applicable)** If our client is not a natural person, you, as an authorized individual represent and confirm the Adviser's engagement, pursuant to the terms of this Agreement, are authorized by the governing documents relating to the client and that the terms of this Agreement do not violate any obligations to which the client is bound. You agree to deliver all forms, corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. You further agree to promptly deliver all amendments or supplements to the foregoing documents, and agree that Security First Financial is not liable for any losses, costs or claims suffered or arising out of your failure to provide us with any documents required to be furnished hereunder. You hereby warrant and represent that as the client, you own all property deposited in the account(s) we are to manage and that no restrictions on disposition exist to any such property.

For individual retirement accounts (each an "IRA") defined in the Internal Revenue Code of 1986, as amended ("IRC"), the person signing this Agreement represents that he or she is an owner or otherwise acting on behalf of the IRA. With respect to a retirement plan, the person signing this Agreement represents that he or she is an authorized representative of, the retirement plan's trustee, or other authorized fiduciary. If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the services to be provided by Adviser are within the scope of the services and investments authorized by the governing instruments and/or applicable laws and regulations, and that such trustee or fiduciary is duly authorized to enter into, perform, and renew this Agreement. The trustee or fiduciary agrees to notify the Adviser of any material changes in his/ her authority or the propriety of maintaining the Account.

The Client warrants and represents that Client owns all property deposited in the Account(s) and no one except the Client has any interest, directly or indirectly (except for the beneficial interest of the participants in a qualified plan or trust) in the Account and that no restrictions on disposition exist to any such property.

**TERM:** Since Investment Management Services are ongoing, this agreement will continue until terminated. Either party can immediately terminate this agreement at any time with written or oral communication of desire of termination between parties. Where services are terminated prior to the end of a billing period, you will only be invoiced for services up until the effective date of termination.

You certify that the funds making up your portfolio of assets to be managed by the Adviser were generated by means that would be construed as "Legal" in any court of law currently in existence in the United States of America. Furthermore, if the Adviser receives any indication during the course of our engagement that Clients' funds have been generated from sources not wholly legal in their entirety, Security First Financial will exercise its right to immediately terminate this agreement. You understand that Investment Advisory Firms may be required to report known or suspected illegal funds to the appropriate regulatory authorities. You agree to provide a copy of evidence to prove your identity and legal residence.

**COMPENSATION:** The Adviser's Investment Management fees as outlined in ADV Part 2 may be modified based upon the scope and/or complexity of services, individual circumstances, or other variables, at the discretion of the Adviser. Investment Management fees are computed based upon a percentage of assets and billed quarterly and in arrears of services. Where services are initiated at any other time other than the beginning of a calendar quarter, fees are pro-rated. The Adviser's fees are based upon the market value of your portfolio, as determined by your selected custodian, on the last trading day of the preceding calendar quarter. For ESRP accounts, the management fee is deducted from a pre authorized account at the corresponding custodian, based on prior review balance. The advisory fee of .6%. There is no fee on assets above \$1.5 million. Security First Financial may waive or reduce the management fees for family or friends. There is no minimum account size. Fees are not negotiable. Based upon the services required and information presented by Client under the terms of this Engagement, the Annual Investment Management fee will be 0.6%.

Security First Financial does not accept advisory fees that are calculated as a percentage of the capital gains or appreciation in client accounts ("performance arrangement" or "performance fees"). The fees set forth are for financial analysis and investment advisory services only and do not include any other professional services that may be required by you to implement the recommendations made by Security First Financial. While the Adviser feels its fees are competitive, fees associated with the Investment Management Services offered through Security First Financial may be higher or lower than available at other financial services providers. You understand that you will bear all transactions and services fees to third parties you may engage in connection with securities transactions, custodial and/or trust services. The Adviser will not be responsible for the acts, omissions or insolvency of any other agent, broker or independent contractor selected to take any action or to negotiate or consummate any transaction for your account. Nothing herein shall constitute a waiver of any of your rights under Federal or State securities laws.

**ADVISORY FEE PAYMENT AUTHORIZATION:** Investment management fees are billed quarterly, in arrears. Invoiced amounts will appear on the clients statement from the custodian. Fee are deducted from a designated client account to facilitate billing. The client accepts direct debiting of their investment account for Security First Financial's management fee. For ESRP accounts, the management fee is deducted from a pre authorized account at the corresponding custodian, based on prior review balance. The Adviser will adhere to the SEC's Investment Advisers Act of 1940 when payment is made through a qualified custodian as outlined in the Adviser's ADV 2.

**CONFIDENTIALITY:** We are sensitive to the privacy needs of our clients and protect information we collect as needed to provide Investment Advisory Services. You agree that you have received the Adviser's ADV Part 2 which more fully explains the Adviser's privacy policy.

**DISCLOSURE STATEMENTS:** Security First Financial is a fee-only Registered Investment Adviser registered with the SEC and the State of Michigan and the Adviser and its representatives are subject to the SEC's Investment Advisers Act of 1940 and the anti-fraud provisions of the securities rules of jurisdictions where we may do business. Client hereby represents and warrants that unless Client gives Adviser written notice to the contrary, Client does not and will not be an employee of any stock exchange or a member firm of any stock exchange or the Financial Industry Regulatory Authority (FINRA) and no one other than Client that has such affiliation has or will have a direct or indirect interest in the Account. Neither the Adviser, nor your selected custodian is a bank and securities offered via the selected custodian are not backed or guaranteed by any bank or insured by the FDIC (Federal Deposit Insurance Corporation), unless otherwise expressly indicated.

**BASIS OF ADVICE:** You understand that Security First Financial obtains information from a wide variety of publicly available sources. We do not have, nor do we claim to have sources of inside or private information. The information and recommendations developed by the Adviser are based upon the professional judgment of the markets, the economy and interest rates. We cannot guarantee the results of any recommendations.

**LIMITATION OF LIABILITY:** You understand that risks are inherent in any investment and that some investment decisions will result in profits and others in losses. You further understand there is no guarantee that your investment objectives will be achieved. We cannot assure a net profit, but only can use our best judgment based on the markets, the economy and interest rates. Security First Financial shall not be liable for any loss incurred with regard to your account, except where the loss directly results from our negligence or misconduct. Nevertheless, nothing stated herein shall constitute a waiver of any rights you may have under federal or state securities laws.

**DISPUTE RESOLUTION:** **You understand your account value may go up or it may go down.** Although Security First Financial cannot promise or guarantee any investment results, the Adviser is committed to providing excellent service. It is our goal to ensure that clients have an opportunity to clearly communicate their needs in addition to any other material facts we might need to consider in order to understand their situation. We believe open communication is the key to a successful investment advisory relationship. If at any time, you feel the Adviser is not meeting your expectations, you agree to first contact Mark Herhold, the President and Chief Compliance Officer of the Adviser, in order to provide Security First Financial the opportunity to review the matter and take corrective action. If the Adviser is unable to resolve your concern, we agree to attempt to resolve any conflicts in Mediation before resorting to any other forum. We will provide you with a list of three independent mediators, each having experience in investment management or accounting, and you will select a mediator from that list. In the event your concern is not satisfactorily resolved in mediation, we agree that any dispute or conflict between us will be resolved in binding arbitration in accordance with the rules of the American Arbitration Association ("AAA") by an arbitrator selected by the AAA who has experience in investment management or securities matters. Any arbitration proceeding shall be conducted at a site selected by the arbitrator in accordance with applicable procedural and substantive law. No arbitrator forum shall cause undue hardship or inconvenience for the Client or Advisor. In the event of non-payment of any portion of Investment Advisory fees charged to the client, Security First Financial shall be free to pursue all other legal remedies available under law, and shall be entitled to reimbursement of reasonable attorney's fees and other costs of collection. Nevertheless, nothing stated herein shall constitute a waiver of any rights you may have under federal or state securities laws.

**NON-EXCLUSIVE ADVISORY SERVICES:** You understand the Adviser performs Investment Advisory services for various clients and we may give advice with respect to any of our other clients that may differ from advice given to you. Nothing in this Agreement shall limit or restrict the Adviser from rendering investment advisory services to any other person or firm, or to engage in any other business activities so long as this agreement or any extension, renewal or amendment hereof shall remain in effect.

**OTHER AGREEMENTS:** You agree that nothing contained in this Agreement violates the terms and conditions of any other agreements to which you may be bound.

**CONFLICTS AMONG CLIENTS / SPOUSES:** Where the Adviser provides services to two or more individuals (e.g., husband and wife). In the event you wish to designate another person (e.g., spouse) who is authorized to give investment directives on your behalf, please do so here: \_\_\_\_\_

**SEVER-ABILITY:** Each provision of this Agreement shall be severable from every other section of this agreement and the invalidity or enforceability of any provision shall not affect the validity of any other provision of this agreement.

**HEADINGS:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

**MISCELLANEOUS PROVISIONS:** This Agreement shall be governed by the laws of the SEC and the State of Michigan and shall inure to benefit any successor of Security First Financial and shall be binding upon the successors and assigns of the client. The Adviser shall not assign this agreement without the consent of the client. This Agreement embodies all understandings and agreements between the parties, and may only be amended by, and only to the extent evidenced by, a written document executed by both parties hereto. This agreement shall not become effective until acceptance by Security First Financial as evidenced by the signature of an authorized representative below.

**LEGAL ADDRESS:** Unless otherwise specified herein, all notices, requests and approvals, instructions or any other issue contemplated by this agreement shall be deemed to be duly given when received in writing when personally delivered, or, if sent by mail, overnight delivery service, upon delivery thereof to: Security First Financial, Inc. at 6012 S. Linden Rd, Suite 10, Swartz Creek, MI 48473.

If this agreement accurately describes your understanding of our relationship, please sign below. The undersigned hereby appoints and retains the Adviser to act as investment manager with respect to Client's accounts.

Client Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Client Name (Printed): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Client Name (Printed): \_\_\_\_\_

**ACCEPTED BY: SECURITY FIRST FINANCIAL, INC.**

Authorized Officer: \_\_\_\_\_

Dated: \_\_\_\_\_