

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the “Agreement”), dated as of [Month dd, 2014], is by and between **Long Island Wealth Management, Inc.** (herein referred to as “Advisor”), and [Client Name(s)] (herein referred to as “Client”), to provide Client with investment advisory services via its brokerage account established at the Client’s designated custodian as listed in Item 4 of this Agreement, herein referred to as the “Account”. This Agreement becomes effective on the date in which the Advisor receives the signed Agreement. The terms and conditions of this Agreement are as follows:

1. Advisor Authority and Responsibilities. Advisor shall have the power and authority to supervise and direct on a discretionary basis the investments of and for the account of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, unless specifically directed otherwise in writing by the Client, the transactions in the Account shall be made in accordance with the investment goals discussed with the client and as they may be amended from time to time by the Client by notice to Advisor.

2. Client Authority and Responsibilities. The Client represents and confirms that the Client is authorized to enter into an Agreement with the Advisor and that such engagement, pursuant to this Agreement, does not violate any obligations by which the Client is bound. The Client agrees to deliver to Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned’s authority to execute and deliver this Agreement. The Client also agrees to deliver such organizational documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client’s financial condition, needs and investment objectives. The Client agrees that Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client’s failure to provide Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account and that no restrictions on disposition exist as to any such property.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor cannot give any advice or take any action with respect to the voting of these proxies.

3. Expenses and Fees. Client will pay the Advisor, for compensation for its services under this Agreement. An advisory fee will be charged at a specified annual rate based on the total assets being managed by the Advisor for that particular household. The advisory fee is payable quarterly, in arrears, based on the average of the beginning and ending quarterly balance of the assets under management in the Account at the end of the preceding quarter. The advisory fees in the first quarter of the Agreement shall be prorated from the inception date to the end of the quarter. By signing this Agreement, Client acknowledges and authorizes the Advisor to automatically deduct its management fee from the Client Account held by the qualified custodian unless the client and advisor have previously agreed to have advisory fee settled by check.

Expenses related to the ordinary servicing of the Account, including, custody fees, security transaction fees, and/or platform fees shall be paid by the Client. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Operating fees of selected mutual funds and other investment products are deducted from the net asset value of those investments as defined in the prospectus for each product, and shall be paid by the Client.

The Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation

of the funds in which the Client is invested.

The Advisor may modify the terms in this Section prospectively on at least 30 days prior written notice.

4. Custody and Brokerage Transactions. The Client has appointed [name of brokerage/custodian] (“Broker”) to take and have possession of the assets of the Account. Advisor shall not maintain possession of nor have custodial responsibility for such assets.

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through Broker, under the Client’s independent, exclusive agreement with Broker. The Client shall be responsible for such brokerage expense as billed directly by Broker. The Client acknowledges that directing the brokerage activities solely to Broker may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The terms of the custody/brokerage account, which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and Broker. Advisor shall not be liable to the Client for any act, conduct or omission by Broker acting as broker or custodian. Advisor shall not be responsible for ensuring Broker’s compliance with the terms of the brokerage account and payment of brokerage or custodian charges and fees. Client acknowledges that Broker will provide duplicate confirms and/or electronic access to Advisor for all trades in brokerage account. Advisor is authorized and empowered to issue instructions to Broker and to request information about the brokerage account from Broker.

5. Aggregation. Based on the account ownership structure and independent agreements between the Client and Broker, Advisor may or may not aggregate security trades with other accounts managed by the Advisor.

Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterpart for other clients of Advisor or with affiliates of Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

6. Confirmation of Trades. The Client and Advisor will direct that confirmations of any transactions effected for the Account will be sent, in conformity with applicable law, to the Client with a copy to Advisor.

7. Liability. The Federal and State securities laws impose liabilities under certain circumstances on persons who do not act in good faith. Therefore, this agreement does not constitute a waiver of any Client’s legal rights under common law or Federal and State securities laws.

8. Conflicts of Interest. The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Advisor, its officers, directors or employees or any of the Advisor’s affiliates, may have substantial economic interest, until the Advisor is able to fully disclose any conflicts of interest to the Client.

9. Non-Exclusive Advisory Services. It is understood that Advisor performs investment advisory services for various clients. The Client agrees that Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account. However, in practice, the Advisor, to the extent practical, will endeavor 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 limit or restrict Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that Advisor, its directors, officers, affiliates and employees, and

other clients of Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account. Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account any security or other asset which Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of Advisor.

10. Reliance of Information. The Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

11. Termination and Cancellation. Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior written consent of the other party. This Agreement may be terminated, at any time, by either party, by written notice to the other party. Such termination shall be effective thirty (30) days after receipt of such notice in writing. Clients will be responsible for the prorated fees based on the number of days in the month, up to and including the date of termination. If fees have been prepaid by the Client, the Advisor will prorate any prepaid fees from the date of termination.

12. Governing Law Disputes. To the extent Federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the State of New York.

13. Disclosure. Advisor represents it is registered as an investment adviser or exempt from such registration with the necessary state securities commission(s) in accordance with applicable state law(s). Client acknowledges receipt of the Advisor's Form ADV Part 2A Brochure containing all necessary information regarding the Advisor's services and fees, as applicable and governed by law; and the Advisor's Form ADV Part 2B Brochure Supplement. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or otherwise signified their acceptance, any other provisions of the contract notwithstanding.

14. Privacy. Client has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, Advisor will keep confidential all information concerning Client's identity, financial affairs, or investments; provided, however, that Client authorizes Advisor to contact Client's accountants, attorneys and other consultants as deemed necessary by Advisor.

15. Notices. All notices required or permitted to be sent under this Agreement shall be sent to Advisor:

Long Island Wealth Management, Inc.
14 Vanderventer Avenue, Suite 126
Port Washington, NY 11050

or if to the Client:

or such other name or address as may be given in writing to the other party. All notices hereunder shall be sufficient if delivered by facsimile, overnight mail or by hand. Any notice shall be deemed to be given only upon actual receipt.

Do you prefer your quarterly reports to be delivered via ☐ US REGULAR MAIL (OR) ☐ EMAIL

[illegible]

IN WITNESS WHEREOF, the undersigned, being duly authorized, has hereunto signed this Agreement as of the date first above written.

Long Island Wealth Management, Inc.:

Name: _____

Signature: _____

Date:_____

CLIENT(S):

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Fee Schedule: _____% for the 1st Million (\$0-\$999,999) of managed assets
 _____% for all managed assets thereafter (\$1,000,000+)

Your blended starting management fee = _____% based on \$_____ Starting Value
(This blended fee % will vary based on the account size over time as the portfolio increases and decreases.
This is only provided to give you a general bottom-line starting % Fee number).