

# Chester Financial Services, LLC

P.O. Box 45 – Fredericktown, Ohio 43019 – 740.244.1307 – [www.chesterfinancialservices.com](http://www.chesterfinancialservices.com)

## **ADVISORY AGREEMENT**

THIS AGREEMENT is made between CHESTER FINANCIAL SERVICES, LLC, the Advisor ("Chester Financial"), an Ohio limited liability corporation, and the undersigned client ("Client"); both Advisor and Client, or Client's Agent, acknowledge and agree to the following:

**1. Appointment of Chester Financial Services, LLC.** Client hereby retains Chester Financial as an investment adviser to provide discretionary investment advisory services and to arrange for execution of transactions and custody of assets ("Investment Services") in the Client's account (the "Account"), in accordance with the terms and conditions set forth herein. Chester Financial hereby accepts its appointment as investment adviser.

**2. Investment Management Services.** Chester Financial shall invest with full discretionary authority of Client, the securities, cash and/or other assets held in the Account with the custodian designated by Client with due regard for the investment policies and restrictions Client may hereinafter impose by written notice to Chester Financial. Investments may be made in securities of any kind, including but not limited to common or preferred stocks, mutual funds, exchange-traded funds, options, warrants, rights, corporate, municipal or government bonds, notes or bills ("securities"). All or a portion of the Account may be held in cash or cash equivalents including securities issued by money market mutual funds.

Chester Financial agrees to contact Client's Account custodian for the execution of purchase and sale transactions. Chester Financial shall instruct all brokers and dealers executing orders on behalf of the Account to forward to Chester Financial and the Account custodian copies of all confirmations promptly after execution of each transaction. Client agrees that Chester Financial shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or Account custodian.

For all portfolio management services, The Advisor will produce an Asset Allocation model and/or Investment Policy Statement that fits the Client's investment profile, investment constraints, or preferences; as well as research and recommend investments appropriate for Client. Advisor will monitor the portfolio on an ongoing basis, and meet with Client periodically to review Portfolio allocation, performance, financial goals and investment objectives. Periodically means no longer than annually. Quarterly client reviews; as well as, meetings on an as-needed basis are encouraged as a Firm "best practice".

**3. Financial Advisory Services.** The advisor will perform a comprehensive financial assessment by collecting and organizing the Client's financial data. The Advisor will review the Client's current financial status, goals, objectives, personal investment style, and tolerance for risk. An Action Plan will be developed from this data, which includes one or more of the following areas:

Financial Assessment and Current Plan Analysis

Risk Analysis and Management

Retirement Planning

Education Planning

Legacy/Estate Planning

Portfolio Management

Securities Advice

**4. Selection of Investment Objectives.** Client has specified in the attached Schedule A, the investment objectives applicable to recommendations to be made and actions to be taken with respect to the Account and any investment restrictions which govern the Account. Chester Financial shall be entitled to rely on the information contained in Schedule A. It shall be Client's responsibility to promptly advise Chester Financial in writing of any changes or modifications in Client's investment objectives, any additional investment restrictions applicable thereto and any material changes in Client's circumstances which might affect the nature of recommendations with respect to the way Client's assets should be invested. Client agrees to promptly furnish Chester Financial with any and all documentation which Chester Financial may reasonably request. Client understands that Chester Financial does not guarantee the results of any recommendation, or the overall performance of the Account, and that loss can occur.

**5. Trading Authorization.** Client hereby grants Chester Financial complete discretionary trading authorization and appoints Chester Financial as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization Chester Financial may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade in the securities and other investments in the Account on such markets, at such prices and at such commission as Chester Financial believes to be in the best interest of the Account. Adviser shall also have authority to arrange for delivery and payment in connection with transactions for the Account, and act on behalf of Client and in all other matters necessary or incidental to the handling of the Account. This authorization does not grant Chester Financial permission to take delivery or possession of Client's funds or securities except for fees due to Chester Financial. Client acknowledges Chester Financial will not be responsible for any loss or liability incurred by reasons of any willful or negligent action or failure to act on the part of Client's Account custodian or broker.

This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client or Chester Financial pursuant to the provisions of this Agreement. The termination of this authorization will constitute a termination of the Agreement.

**6. Service to Other Clients.** Client understands that Chester Financial may perform research, investment advisory and other services for clients other than those who have appointed Chester Financial as investment manager or adviser. Client recognizes that Chester Financial may give advice and take action in the performance of its duties to other clients, which may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose upon Chester Financial any obligation to purchase or sell or recommend for purchase or sale, for Client any securities or other investment which Chester Financial or its officers, employees or affiliates may purchase or sell, or recommend for purchase or sale, for its or their own account, or for the account of any other client. Nothing in this Agreement shall be construed to restrict the right of Chester Financial and its officers, affiliates and employees to act as investment managers or to perform investment management or advisory services for any other person or entity.

**7. Execution of Transactions.** Except as provided below, Client directs Chester Financial to execute all securities transactions for the Account through the broker-dealer, custodian or issuer designated by Client. Client understands that by designating one or more specific brokers, Client may or may not receive best execution. Best execution is defined as executing securities transactions in such a manner that the Client's total cost or proceeds in each transaction is the most favorable under the circumstances, taking into consideration such factors as commission rate, execution capability, financial responsibility and responsiveness to the Client and Chester Financial. Client understands that Chester Financial may choose to effect a securities transaction on behalf of the Account through or with a broker other than the one designated by Client only when Chester Financial reasonably believes in good faith that such other broker may effect such transaction at a price, including any brokerage commissions or dealer mark-up or markdown, that is more favorable to the Account than would otherwise be the case if the transaction were effected through Client's designated broker-dealer. In such event, Client authorizes Chester Financial to establish and trade in accounts in its name with members of

national or regional securities exchanges and FINRA., including "omnibus" accounts established for the purpose of combining orders of more than one client. Any fees charged by any broker or dealer will be charged to the Account.

**8. Securities Custody.** Chester Financial has custody only to the extent that they are able to deduct fees directly from client accounts. Chester Financial will not maintain custody of Client securities or funds. Custody of Client's securities, assets and funds in the Account shall be maintained through Client's designated broker-dealer or that firm's clearing broker or other custodian and shall include holding Client's securities in the nominee name of the custodian. Chester Financial Services LLC recommends Shareholder Services Group as broker-dealer.

**9. Reports.** Reports regarding the value of assets in the Account are prepared and sent to Client by Clients' Account custodian.

**10. (1) New Client Fee.** *A fee is due at the execution of this Agreement to partially cover the costs associated with the Advisor's fiduciary responsibility. The fee is \$1,000.00 for individuals or \$1,500.00 for families and joint advisory clientele.*

This fee covers the review of current financial status, including: assets, liabilities, income, expenses, analysis of Client's risk profile and investment style, creation of clients Action Plan, personal Asset Allocation Model and/or Investment Policy Statement, research of investment products appropriate for client's risk tolerance, and the implementation of client's portfolio; upon payment of the set-up fee, there is no obligation that the client follow Advisor's recommendations or use Advisor's account management services.

\$1,000 New Client – Individual

\$1,500 New Client – Family / Joint

Negotiated Fee:

*Not Applicable: Reason*

**10. (2) Investment Management fees** are negotiable but are generally based on the following tiered schedule. AUM tier is determined by client's total household assets in which Chester Financial holds discretionary authority. Client agrees to compensate Chester Financial on a calendar quarterly basis, before Investment Services are provided, in accordance with the fee initialed by Client below. Client understands that fees are negotiable and are often set by a Chester Financial Representative, thus vary from client to client.

<u>Assets Under Management</u>	<u>Quarterly Asset-Based Fee</u>	<u>Annualized</u>
\$0 to \$1,000,000	0.375%	1.5%
\$1,000,000 - \$5M	0.30%	1.2%
\$5M+	Negotiable	

*Standard Fee Schedule above*

\_\_\_\_\_ % Quarterly Negotiated Fee

\_\_\_\_\_ Quarterly Fixed Fee

*Other Negotiated: details* \_\_\_\_\_

*Not Applicable*

Fees shall be calculated based on the market value of the assets maintained in the Account, including any cash balances in the Account held in a money market fund. These fees are payable quarterly in advance, based on the value of portfolio assets of the account managed by the Advisor as of the opening of business on

the first business day of each quarter. For the first quarter for new accounts, the fee will be based on the amount of the initial funding of the account and prorated from that date through the end of the quarter.

Assets deposited to the Account exceeding \$20,000 during any quarter will be charged a prorated quarterly fee based upon the number of days remaining in the quarter.

Asset management fees will be automatically deducted from the client account on a quarterly basis by the qualified custodian. The client will give written authorization permitting the Advisor to be paid directly from their account held by the custodian. The custodian will send a quarterly statement to the client and the Advisor will also send a quarterly invoice to the client outlining the fee calculation and the amount withdrawn from the client account.

The management fee is payable in advance. Upon termination, any fees paid in advance will be prorated to the date of termination and any excess will be refunded to client.

Client hereby authorizes Client's Account custodian(s) to deduct any and all fees when due from assets held in the Account. Client also authorizes Chester Financial to liquidate, without obtaining prior permission from Client money market funds and other securities in the Account in amounts sufficient to cover Chester Financials' fees.

**The fee set forth herein excludes all transaction costs including brokerage costs. Such brokerage costs, if any, and the costs or charges not included in the fee described herein will be separately charged to the Account. The Client may incur transaction charges by the Custodian on certain investment products, which charges are paid from client account proceeds at the time trades are executed, none of which is paid to Advisor. Certain "no load" mutual fund shares not held for a minimum time period, generally 90 to 180 days, may be subject to a redemption fee by the Custodian or by the Investment (mutual fund) Company. Mutual funds and other investments may charge deferred sales charges ("DSC") or short-term redemption fees on withdrawals or redemptions. We are not responsible for any DSC or short-term redemption fee charges incurred through the management of your account. Mutual Fund companies may charge other fees or costs associated with the management of their investments, which are described in the relevant Prospectus, and which are ultimately born by the Client. Chester Financials' fee schedules may be revised from time to time and as a result, fees published herein may differ from those currently being charged. Chester Financial retains the right to amend or modify the schedule of fees upon thirty (30) days advance written notice to Client.**

**10. (3) Financial Planning Fees** - Pursuant to an advisory contract signed by each client, the client will pay Chester Financial Services, LLC a Financial Planning fee. Clients agree to compensate Chester Financial Services before services are provided. Client understands that fees are negotiable and are often set by a Chester Financial Representative, thus vary from client to client.

\$5,000.00 One-time Fixed Fee with 12-month retainer fee included

Negotiated One-time Fee with 12-month retainer included: \_\_\_\_\_

Negotiated Fixed Annual Fee: \_\_\_\_\_

\$350.00 Hourly Rate Fee

Negotiated Hourly Rate Fee: \_\_\_\_\_

The services to be provided by Advisor under this Agreement include initial and ongoing financial planning and/or consultation services to the extent such services are specifically requested by the Client. With respect to Advisor's planning and consulting services, the Client acknowledges that:

- i. client is free at all times to accept or reject any recommendation from Advisor, and the Client acknowledges that they have the sole authority with regard to the implementation, acceptance, or rejection of any recommendation or advice from Advisor;
- ii. recommendations (i.e. estate planning, retirement planning, taxes, insurance, etc.) may be discussed and/or implemented, at Client's sole discretion, with the corresponding professional Advisor(s) (i.e.

- broker, accountant, attorney, insurance agent, etc.) of Client's choosing (which may include affiliated entities and/or representatives of the Advisor);
- iii. in respect to estate planning and tax planning matters, Advisor's role shall be that of a facilitator between the Client and his/ her corresponding professional advisor(s);
  - iv. no portion of the Advisor's services should be construed as legal or accounting advice. Rather, the Client should defer to his/her/their attorney or accountant; and
  - v. he/she/they will maintain sole responsibility to notify the Advisor if there is a change in his/her/their financial situation or investment objective(s) for the purpose of reviewing/evaluating/revising Advisor's previous recommendations and/or services and/or to address new planning or consulting matters.

**11. Valuation.** In computing the market value of any security and other assets in the Account, such as accrued interest in a security listed on a national securities exchange shall be valued, as of the Valuation Date, at the closing price on the principal exchange on which it is traded. The Valuation Date for each calendar quarter shall be the last business day of the quarter reflected in the account statement issued by the broker-dealer or other custodian maintaining the Account. When computing fees, Chester Financial may rely on account values obtained electronically from the custodian which may include asset values which are more current than those on the custodian's paper statements. Any other security or asset in the Account shall be valued in a manner determined in good faith to reflect fair market value.

**12. Standard of Care.** It is agreed that the sole standard of care imposed by this Agreement upon Chester Financial is to act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. While Chester Financial will make a good faith effort to require brokers and dealers and issuers selected to effect Account transactions to perform their obligations, Chester Financial shall not be responsible for any loss incurred by reason or any act or omission of any broker, dealer or custodian for the Account. In maintaining its records, Chester Financial does not assume responsibilities for the accuracy of information furnished by Client or any other party not under the control of Chester Financial.

**13. Client Authority.** If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Investment Services to be provided are within the scope of the investments authorized pursuant to the plan, trust and/or applicable law and that such fiduciary is duly authorized to appoint an investment adviser and to enter into this Agreement. If Client is a corporation, the signatory on behalf of such Client represents that the execution of this Agreement has been duly authorized by the appropriate corporate action. Client undertakes to promptly advise Chester Financial of any event which might affect this authority or the proprietary of this Agreement.

**14. Proxies and Other Legal Notices.** Except as required by applicable law or interpretive regulation, Chester Financial will not be required and is not permitted by Client to take any action or provide any advice with respect to the voting of proxies for securities held in the Account, nor will Chester Financial be obligated to provide advice or take any action on behalf of Client with respect to securities formerly held in the Account or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies.

**15. Termination of Agreement.** This Agreement may be terminated at will upon 60 days advance written notice by either party to the other. If Client did not receive Part II of Form ADV at least forty-eight (48) hours prior to entering into this Agreement, Client has the right terminate this Agreement without penalty within five (5) business days of the date Client entered into this Agreement. Termination of this Agreement will not affect any liability with regard to transactions initiated prior to such termination. If this Agreement is terminated, Chester Financial shall be under no obligation to recommend any action with regard to, or to cause the liquidation of the securities or other investments in the Account.

**16. Non-Assignability.** This Agreement may not be assigned or transferred by either party without the prior written consent of the other.

**17. Severability.** If any provision of this Agreement is held or made invalid by a statute, rule, regulation, administrative or judicial decision or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

**18. Entire Agreement.** This Agreement represents the entire agreement between the Client and Chester Financial and, except as provided in Section 10 with respect to the schedule of fees, may not be modified or amended except in writing signed by both parties.

**19. Governing Law.** This Agreement is made under and shall be construed pursuant to the laws of the State of Ohio, provided that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940, any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder or any other applicable law, rule, regulation, or order. This Agreement shall not be binding until accepted by Chester Financial.

**20. Electronic Communications.** I grant permission to Chester Financial Services LLC, to send, by e-mail, all correspondence, disclosure documents, reports and its Privacy policy to the following email address(s):

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This permission extends to all accounts at your firm which I control, including joint accounts. I understand that I may revoke this permission at any time by sending a written notice to you. I also agree to inform you promptly if my e-mail address should change.

**21. Client Acknowledgment.** Client acknowledges receiving a copy of Chester Financial Services LLC part 2A & 2B of Form ADV, a copy of this Agreement and the Privacy Notice.

**22. Retirement Accounts.** This Section applies if we provide investment management services or investment advice, within the meaning of ERISA Regulation 2510.3-21(a), with respect to any Assets of yours that are (i) held in an account that is part of an employee benefit plan described in section 3(3) of the Employee Retirement Income Security Act (an “ERISA Account”); (ii) held in an account that is part of any other plan described in Section 4975(e)(1)(A) of the Internal Revenue Code of 1986, as amended (the “Code”), or (iii) held in an individual retirement account or other account described in Code Sections 4975(e)(1)(B) through (F), (each, a “Retirement Account” and collectively, “Retirement Accounts”). You acknowledge the following with respect to such investment management services or investment advice:

- i. Such services are authorized under the governing documents for such Retirement Accounts.
- ii. You acknowledge that our investment selection shall be limited to the investment alternatives provided under the governing documents of such Retirement Accounts.
- iii. If we are providing discretionary investment management services with respect to Assets in your ERISA Account, then you hereby appoint us as an “investment manager” as defined in Section 3(38) of ERISA with respect to the ERISA Account Assets, and we hereby accept the appointment and agree to provide investment management services for the ERISA Account.
- iv. In performing such services, we do not act as, nor have we agreed to assume the duties of, a trustee or the administrator, and we have no discretion to interpret the Retirement Account governing documents, to determine eligibility or participation under the Retirement Account, or to take any action with respect to management (except as described in this Agreement), administration or other aspect of the Retirement Account.
- v. We do not reasonably expect to receive any compensation, direct or indirect, for such services other than the compensation described herein. If we receive any other compensation for such services we will (i)

offset that compensation against our stated fees, and (ii) will disclose to you the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of our arrangement with the payer.

- vi. In the case of an ERISA Account, in the event the Plan sponsor will not permit us direct access to the Retirement Account Assets to effect Plan transactions, you acknowledge and understand (i) we will not receive any communications from the Plan sponsor or custodian, and it shall remain your exclusive obligation to notify us of any changes in investment alternatives and restrictions pertaining to the Retirement Account Assets; and (ii) we shall not be responsible for any costs, fees, damages, or penalties resulting from your failure to so notify us.
- vii. You independently made the decision to enter into this Agreement and you were not influenced by our status as a service provider under any other agreement.
- viii. You acknowledge that we act as “fiduciaries” within the meaning of Section 3(21)(A) of ERISA and/or Section 4975(e)(3) of the Code, as the case may be, with respect to the provision of such services to Retirement Account assets.
- ix. You acknowledge that this Agreement contains the disclosures required by ERISA Regulation Section 2550.408b-2(c) (with respect to the provision of investment management services or investment advice to an ERISA Account), which disclosures you have received reasonably in advance of entering into this Agreement.

**23. Liability and Indemnification.** Chester Financial will not be liable to you for any costs, fees, losses, liabilities, damages, expenses, claims, actions judgments, attorney’s fees and court costs (“Losses”) arising out of (a) any act performed or omitted by us under this Agreement, unless we have acted with gross negligence, bad faith or willful malfeasance as finally determined by a court of competent jurisdiction; (b) any misstatements made to us; (c) adherence to your written or oral instructions; (d) any act or failure to act by the Custodian or broker-dealer of your Assets or any third party; or (e) any decision made or other action taken by any Independent Manager.

Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws. If the Assets we are managing under this Agreement are only a portion of your total assets, we will not be responsible for (a) any of your assets that we are not managing under this Agreement; or (b) diversifying all of your assets.

To the fullest extent permitted by law, you will defend, indemnify and hold us harmless from all Losses paid, suffered, incurred or sustained by us arising out of or in connection with any misrepresentations or omissions made by you in this Agreement, any misstatements or omissions made within the information you provide to us, or any instructions that you provide to us in connection with your Assets. Nothing in this Agreement will waive or limit any rights that you may have under federal and state securities laws. This section will survive termination of this Agreement.

**24. Addendum.**

<b>Client Primary:</b>	_____ / _____ / _____
	Print Sign Date
<b>Client Secondary:</b>	_____ / _____ / _____
	Print Sign Date
<b>Chester Financial Rep:</b>	Rob Chester / _____ / _____
	Print Sign Date

# Privacy Notice

This notice is being provided to you in accordance with the Securities and Exchange Commission's rule regarding the privacy of consumer financial information ("Regulation S-P"). Please take the time to read and understand the privacy policies and procedures that we have implemented to safeguard your nonpublic personal information. Nonpublic personal information means personally identifiable financial information and any list, description or other grouping of consumers that is derived using any personally identifiable financial information that is not publicly available.

## INFORMATION WE COLLECT

Chester Financial Services, LLC must collect certain personally identifiable financial information about its customers to ensure that it offers the highest quality financial services and products. The personally identifiable financial information which we gather during the normal course of doing business with you may include:

- information we receive from you on applications or other forms;
- information about your transactions with us, our affiliates, or others;
- information we receive from a consumer reporting agency.

## INFORMATION WE DISCLOSE

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. In accordance with Section 248.13 of Regulation S-P, we may disclose all of the information we collect, as described above, to certain non-affiliated third parties such as attorneys, accountants, auditors and persons or entities that are assessing our compliance with industry standards. We enter into contractual agreements with all non-affiliated third parties that prohibit such third parties from disclosing or using the information other than to carry out the purposes for which we disclose the information.

## CONFIDENTIALITY AND SECURITY

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide financial products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

**Client Primary:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Print Sign Date

**Client Secondary:** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Print Sign Date

**Chester Financial Rep:** Rob Chester / \_\_\_\_\_ / \_\_\_\_\_  
Print Sign Date