



## Investment Advisory Services Agreement

This Investment Advisory Services Agreement (the "Agreement") is entered into on \_\_\_\_\_ (the "Effective Date") by and between:

Principal Office:

Stadia Financial, LLC  
65-1230 Mamalahoa Hwy.  
Suite D-21  
Kamuela, HI 96743

Hereinafter referred to as the "Advisor"  
and "Attorney-in-Fact"

And

Client's/Principal's Full legal name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Hereinafter referred to as the "Client"  
And "Principal"

Collectively referred to as the "Parties."

### 1. Services Provided

The Advisor agrees to provide investment advisory services to the Client, including but not limited to:

- Analyzing the Client's financial situation, investment goals, and risk tolerance.
- Developing an investment strategy tailored to the Client's objectives.
- Monitoring and adjusting the investment portfolio as necessary to align with the agreed-upon strategy.
- Providing periodic reports on portfolio performance and market insights.

## **2. Advisor's Discretionary Authority and Responsibilities – Limited Power of Attorney for Discretionary Investment Authority**

### **1. Appointment and Authority**

The Principal hereby appoints the Attorney-in-Fact, with limited power of attorney, to exercise full discretionary investment authority over the Principal's investment account, including the Principal's Individual Retirement Accounts (IRA) and Self-Directed IRAs.

### **2. Scope of Authority**

Within the guidelines of the Client's investment objectives and risk tolerance established by the Investment Advisor Agreement, the Attorney-in-Fact is authorized to make decisions regarding the buying, selling, and trading of stocks, bonds, mutual funds, exchanged traded funds, alternative investments, and other securities. The Attorney-in-Fact's authority includes, but is not limited to, the following:

- Purchasing, selling, exchanging, or otherwise investing in and trading securities.
- Reinvesting dividends and other income from the investments.
- Exercising rights, options, and warrants regarding securities.
- Reviewing and signing investment documents.
- Voting proxies
- Make transfers, deposit funds into or withdraw funds from Principal's account for the limited and express purpose of executing investment transaction as defined in this section 2 Scope of Authority.
- And other actions that may reasonably be required to successfully execute the Principal's investment objectives.

### **3. Limitations and Restrictions**

This LPOA is limited to discretionary management authority. The Attorney-in-Fact Is not authorized to:

- Change the ownership of investments or investment accounts.
- Change the beneficiary of investment accounts.
- Transfer, deposit, or withdraw funds other than as described in section 2. Scope of Authority.
- Take any actions outside the Scope of Authority and the investment management agreement.

### **4. Duration of Power**

The LPOA shall remain in effect until the earlier of:

- Written revocation by the Attorney-in-Fact.
- Written revocation by the Principal.
- The termination of the Attorney-in-Fact's relationship with the Principal.
- The death or incapacitation of the Principal

## **5. Revocation**

The Principal may revoke this LPOA at any time by providing written notice to the Attorney-in-Fact and the financial institutions where the account(s) are held. Revocation will become effective upon receipt of such notice.

## **6. Indemnification**

The Principal agrees to indemnify and hold harmless the Attorney-in-Fact from any and all claims, liabilities, damage, or expenses arising from the lawful exercise of this limited power of attorney, except where such claims result from the Attorney-in-Fact's willful misconduct or gross negligence.

Advisor will monitor Client's account on an ongoing basis and conduct periodic portfolio reviews with Client. Advisor will generally be available to discuss Client's account during normal business hours and will contact Clients periodically. Advisor will attempt to meet with Client's at least annually to discuss Client's investment needs, goals and objectives. Advisor will also review Client's account performance and the continued suitability of investments recommended by Advisor for Client at least quarterly.

## **3. Compensation**

In consideration for the services provided, the Client agrees to pay the Advisor a fee based on assets under management

### **Fees and Compensation Schedule**

#### **1. Fees and Compensation**

It is our policy to maintain fair, transparent, and easy to understand fee structures. Our fees are based on assets under management. Stadia Financial does not impose sales charges or earn commissions on investment products or from third parties. We do not charge fees on investment transactions or trading activity within a client brokerage account. Fees are calculated on the market value of assets under management at the end of the prior quarter in arrears. Lower fees for comparable services may be available from other sources. Clients will never be charged a total management fee over the 3% industry average.

#### **2. Third-Party Fees:**

On occasion, there may be fees within a client brokerage account charged by the broker-dealer for purchase or sale transactions, however, these fees are nominal. Additionally, individual securities such as ETFs, mutual funds, and other investment funds may charge fees. These fees are associated with operating and managing the fund. We give priority to investments that meet client investment objectives while offering lower expense ratios. In the event greater-than-nominal unanticipated fees are received by us as a result of our investment activity on behalf of the client, these fees will be credited to the client for the client's benefit.

## **Fee Schedule**

<u>Assets Under Management</u>	<u>Annual Fee</u>
Under \$10,000,000	0.85%
\$10,000,000 and above	0.65%
Minimum Annual Fee	\$1,250
Financial Planning Fees	\$795 for 2-3 hours (Waived if a Stadia Financial Client)
Hourly Fees	\$200 an hour

Educational Seminars and/or workshops No charge unless sponsored by a training program that requires a nominal fee for workbooks, etc.

Hourly fees are only charged when agreed on by both parties in writing for services above and beyond the normal services offered. These fees, if applicable, will be charged after services are rendered. Payment of these fees will be paid directly to Stadia Financial, LLC by check or as agreed upon by both parties.

### 3. Payment of Fees

Fees for investment management are charged quarterly and paid in arrears at the end of the quarter. The initial payment is prorated to reflect the remaining term in the quarter. Fees are based on the average account value in each quarter. Client authorizes Stadia Financial, LLC, to withdraw fees from client brokerage account when due.

Stadia Financial, LLC, nor any supervised person accepts any compensation for the sale of securities or other investment products, including asset-based sales charges or service fees from the sale of mutual funds.

### 4. Termination

Stadia Financial, LLC and the client each have the right to terminate this agreement upon delivery of written notice to the other party. A refund will be credited for the unused portion of the management fees.

Expenses associated with transferring accounts will be paid by the client. If insufficient cash exists in the account to cover such expenses, securities may be sold to cover such expenses.

## **Financial Planning Services:**

Stadia Financial LLC is designated as a long-term, collaborative, ongoing financial planning relationship to help you achieve your financial goals and/or needs. You and your financial advisor will work together to define your goals and/or needs, develop a plan to help you get there and track your progress along the way, making changes when needed. We use a six-step financial planning process. As participants in this process, you and your financial advisor will:

1. Identify/prioritize objectives
2. Gather Information
3. Analyze Information
4. Propose recommendations
5. Take action
6. Track your progress

The advice you receive from your financial advisor is intended for your use only. If you choose to share your analysis and recommendations with a third party, neither your financial advisor nor Stadia Financial, LLC is responsible for the outcome.

Stadia Financial, LLC and our financial advisors owe you a fiduciary duty, as applied under the Investment Advisors Act of 1940, as amended, when you enter a financial planning relationship with Stadia Financial, LLC. This duty means that Stadia Financial, LLC and your financial advisor make investment recommendations that are in your best interest and place your interest ahead of our own and those of your financial advisor.

Prior to any financial planning activities, the financial advisor for Stadia Financial LLC will disclose the cost for financial planning services. The cost will vary depending on the needs and complexity of the clients' overall assets and liabilities. Clients are under no obligation to act on any of the adviser's recommendations or effect such recommendations through the adviser.

## **4. Client's Obligations**

The Client agrees to:

- Provide accurate and complete information about their financial situation, investment objectives, and risk tolerance.
- Promptly inform the Advisor of any changes in their financial circumstances or investment goals.
- Comply with the investment strategy and recommendations provided by the Advisor.
- Notify the Advisor in writing of any changes to their contact information.

## **5. Confidentiality**

The Parties agree to maintain the confidentiality of all non-public information exchanged during the course of the advisory relationship, in accordance with applicable laws and regulations.

## **6. Termination**

Either party may terminate this Agreement with written notice to the other party. Upon termination, the Client will be responsible for compensating the Advisor for services rendered up to the termination date.

## **7. Binding Effect, Successors and Assigns, Assignment and Ownership Changes**

This agreement shall be binding upon and inure to the benefit of the parties and their Respective heirs, executors, successors, administrators, conservators, personal representatives, Successors in interest, successors in trust, and permitted assignees.

Neither Client nor Advisor may assign this agreement within the meaning of the Advisors Act And/or any applicable state securities law without the express prior written consent of the other party. Should there be a change of control of Advisor, the successor advisor will notify the Client in writing within a reasonable time after such change and continue to provide the services previously provided to Client by Advisor. If Client continues to accept the services provided by the successor without written objection during the 60 days after receipt of the written notice from the successor, the successor may assume that Client has consented to the assignment and the successor will become the advisor to Client under the terms and conditions of this Agreement.

Client acknowledges that transactions that do not result in a change of actual control or Management of Advisor shall not be considered an assignment pursuant to Rule 202(a)(1)-1 Of the Advisors Act and/or any applicable state securities law.

## **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Hawaii without regard to its conflict of laws principles.

## **9. Dispute Resolution**

Any disputes arising from or related to this Agreement shall be resolved through arbitration in accordance with the rules of the [Arbitration Institution]. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

## **10. Client acknowledgement of Receipt of Form ADV Brochure**

Client acknowledges having received, on or before the date of this Agreement, a copy of Advisor's Form ADV Part 2A Brochure and Form ADV Part 2B Brochure (supplements (s).

Client further acknowledges that he or she has had a reasonable opportunity (at least 48 hours) to review the Form ADV Brochure and to discuss its contents with Advisor or professionals of Client's choosing before executing this agreement. This agreement will not take effect until at least 48 hours after Client has received Advisor's Form ADV Brochure Part 2 and Advisor has accepted this agreement. If client has not received a copy of Advisor's Form ADV Brochure at least 48 hours prior to signing this agreement, Client may cancel this Agreement in writing without penalty within five (5) business days from the date of execution. In such case, Client shall not be responsible for the payment of fees under this agreement.

Client understands that Advisor will provide Client with an annual notice indicating the manner in which Client can obtain an updated Form ADV Part 2, and will provide Client a copy of the same upon request.

## **11. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether oral or written.

## **12. Amendments**

No amendments to this Agreement shall be valid unless made in writing and signed by both Parties.

## **13. Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective date.

**Advisor:**

---

Name

---

Title

---

Signature

---

Date

**Client:**

---

Name

---

Signature

---

Date