

# Miller Financial Services, LLC

801 W. Michigan Avenue  
 Marshall, MI 49068  
 Tel: (269) 781-5129  
 Fax: (269) 781-9040

## Client Profile & Advisory Agreement

Customer Number  
 (for internal use only)

### Client Information *(Additional documents may be required to establish this relationship):*

Name:		Joint owner's name:	
Address:		Joint owner's address:	
Legal Address (if different):		Legal Address (if different):	
Your country of Citizenship: USA	SS# or Tax I.D. #	Government Issued I.D. #	Joint owner's Citizenship: USA
Date of birth:	# of dependents:	Spouse's name:	Joint owner's SS#
Spouse's date of birth:	Email:		Government Issued I.D. #
Phone: Cell ( )	Joint owner's DOB:		Joint owner's # of dependents:
Home ( )	Joint owner's spouse's date of birth:		Joint owner's Spouse's name:
Years of Investment Experience: ____	<b>Investment Objectives:</b>	<input type="checkbox"/> Income	<input type="checkbox"/> Long-term Growth
		<input type="checkbox"/> Safety of Principal	<input type="checkbox"/> Speculation
		<b>Risk Exposure:</b>	<input type="checkbox"/> Low
			<input type="checkbox"/> Moderate
			<input type="checkbox"/> High
Your annual income:	Your liquid net worth excluding your home:	Joint owner's annual income:	Joint owner's liquid net worth excluding your home:
Your occupation:	Years employed:	Joint owner's occupation:	Years employed:
Your employer's name and address:	Type of business:	Joint owner's employer's name and address:	Type of business:

### Other Information:

Will you be giving discretion over this account to another?  No  Yes If Yes, to whom and what is this person's relationship to you?

Please have each person accepting discretionary authority on behalf of you sign and date here:

Print name:	Signature:	Date
Print name:	Signature:	Date

Are you or the joint owner an employee of Adviser?  No  Yes

Are you or the joint owner related to an employee of Adviser?  No  Yes If Yes, give name of the employee and relationship to you?

Are you or the joint owner a senior officer, director, or large shareholder of a public company?  No  Yes If Yes, give name of the company:

Are you or the joint owner or any member of your immediate families affiliated with or employed by a member of a stock exchange or NASD? <input type="checkbox"/> No <input type="checkbox"/> Yes	If YES, what is the affiliation?
Are you or the joint owner maintaining any other brokerage accounts? <input type="checkbox"/> No <input type="checkbox"/> Yes	If Yes, at what firms?

Please give name(s) of your bank(s):	Source of Funds:	<input type="checkbox"/> Personal checking account; <input type="checkbox"/> Personal brokerage account;
		<input type="checkbox"/> Business or corporate account; <input type="checkbox"/> Home equity line of credit;
		<input type="checkbox"/> Other:

What is your effective tax status (approximate effective tax bracket):  10%  20%  30%  40%  50%

Is the holder (or a person with an interest in the account) either (1) a senior military, governmental, or political official in a non-U.S. country, or (2) closely associated with or an immediate family member of such an official.  Yes  No

If yes, identify the name of the official, office held and country:

Client Initials: \_\_\_\_\_ / \_\_\_\_\_

**Miller Financial Services LLC**  
**Discretionary Investment Management Services**  
**Client Engagement Agreement**

This Investment Management Services Client Engagement Agreement ("Agreement") is made and entered into by and between \_\_\_\_\_, ("Client") and Miller Financial Services LLC, a registered investment adviser with the U.S. Securities and Exchanged Commission ("SEC") ("Adviser") on the date this Agreement is accepted by Adviser. Client, being duly authorized, hereby agrees to employ and retain Adviser to provide wealth consulting services to Client in accordance with the following terms and conditions.

Client desires to engage Adviser to manage Client's securities accounts by selecting the specific securities to be purchased and the time when such securities shall be purchased, held, exchanged or sold.

Now, therefore, in consideration of the foregoing and the mutual promises set forth below, the parties hereto agree as follows:

1. Investment Advisory Services and Discretionary Authority. Client shall execute any and all documents required by the Custodian so as to authorize and enable Adviser, in its sole discretion, without prior consultation with or ratification by Client, to purchase, sell or exchange securities in and for Client's account(s). Adviser has authority to supervise and direct, on an on-going basis, the investments of the client in accordance with the client's predetermined investment objectives, investment horizon and risk tolerance. Adviser is authorized, in its discretion and without prior consultation with the client to; (1) buy, sell, exchange and otherwise trade any stocks, bonds or other securities or assets, and (2) determine the amount of securities to be bought or sold, and (3) place orders with the custodian. Client's financial circumstances, investment objectives and any special instructions or limits that Client wishes Adviser to follow in managing the Account will be communicated by the Client. Any limitations to such authority will be communicated by the client to Adviser in writing, in the form attached hereto as **Appendix B**. Client agrees to notify Adviser promptly of any significant change in the information previously provided by the Client or any other significant change in Client's financial circumstances or investment objectives that might affect the manner in which Client's account should be managed. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in managing the Account. Client hereby appoints Adviser to act as Client's special limited power of attorney for purposes of exercising the foregoing power and authority and discharging all other obligations of Adviser under this Agreement.
2. Account and Custodian. Client shall open an account(s) (the "Account") with an independent qualified custodian (the "Custodian"). Client authorizes Adviser to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Account. Client also authorizes and directs Adviser to instruct Custodian on Client's behalf to (a) send Client at least quarterly a statement showing all transactions occurring in the Account during the period covered by the account statement, and the funds, securities and other property in the Account at the end of the period; and (b) provide Adviser copies of periodic statements and other reports for the Account that Custodian sends to Client. Client may deposit, from time to time, cash and securities in Client's securities accounts and

shall promptly inform Adviser of the fund and securities so deposited. Neither Adviser nor any affiliate of Adviser will be the Custodian of such accounts, and Adviser will not be liable with respect to custodial arrangements or the acts, conduct, or omissions of the Custodian.

3. Execution of Investment Account Transactions. Adviser will enter orders for securities transactions and arrange for execution of securities transactions for the Account with the Account's Custodian. Client may pay higher transaction costs or greater spreads, or receive less favorable net prices, on transactions for the Account than would otherwise be the case. Such transactions directed through this custodian will be non-commissionable to Adviser. Adviser shall not be liable for any act or omission of any custodian.

Transactions for each client account generally will be effected independently unless Adviser decides to purchase or sell the same securities for several clients at approximately the same time. Adviser may (but is not obligated to) combine or "batch" such orders to obtain best execution or to allocate equitably among Adviser's clients differences in prices that might have been obtained had such orders been placed independently.

4. Sub-Advisory Services Adviser is authorized to delegate the active discretionary management of all or part of the Client assets to one or more independent investment managers and/or investment management programs (collectively referred to as "Investment Managers") based upon Client's stated investment objectives. Adviser may grant such Investment Managers full authority to further delegate such discretionary authority to additional Investment Managers. The Investment Managers and additional Investment Managers shall have limited power-of-attorney and trading authority over those assets Adviser directs to them for management and they shall be authorized to buy, sell, and trade in securities in accordance with Client's investment objectives as communicated by Adviser, and to give instructions in furtherance of such trading authority to the Custodian. Adviser is authorized to terminate or change Investment Managers when, in Adviser's sole discretion, it believes such termination or change is in Client's best interest. Adviser will continue to render services to Client relative to the supervision of the Investment Managers and ongoing monitoring and review of Account performance, asset allocation, and investment objectives. Adviser shall compensate Investment Managers from the set client fee.
5. No Guarantees Against Loss. Adviser makes no promises, representations, warranties or guarantees that any of its services to be rendered hereunder will result in a profit to Client. Adviser does not guarantee the future performance of the account or any specific level of performance, the success of any investment decision or strategy that Adviser may use, or the success of Adviser's overall management of the Account. Client acknowledges and agrees that any and all costs, expenses, indebtedness, liabilities, income, etc., sustained as a result of such transactions and the operation of the Account(s) shall be solely those of Client in the absence of negligence, misfeasance or violation of fiduciary duty. Client understands that investment decisions made for Client's Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. This limitation on liability is valid, however, only to the extent that it does not violate federal and state securities and other laws. Federal and state securities laws and other laws may impose liabilities under certain circumstances on persons who nonetheless act in good faith, and the Agreement shall therefore not constitute a waiver or limitation of any rights the client has under such laws.
6. Adviser Compensation. Adviser will receive a fee for investment supervision and management of the Portfolio(s) based on the current market value of the Portfolio(s) (including cash and

equivalent items) as set forth in **Appendix A**, attached hereto and incorporated by reference. Adviser's maximum investment advisory fees as a percentage of assets under management is 1.50%. Adviser believes that its fee is reasonable in relation to (1) the advisory services provided under this Agreement; and (2) the fees charged by other investment advisers offering similar services/programs.

The fees for portfolio management are based on an annual percentage of assets under management and are applied to the account asset value on a pro-rata basis and billed quarterly in arrears. The initial fee will be based upon the market value of the portfolio on the last business day of the quarter, for the number of days in the quarter that your account is under management. Thereafter, the quarterly fee will be calculated on last business day of the calendar quarter. The market value will be determined as reported by the Custodian. Unless otherwise agreed upon and stated in **Appendix B** of this Agreement, fees are assessed on all assets under management, including securities, cash and money market balances. When applicable and noted in **Appendix B** of the Investment Management Agreement, legacy positions will also be excluded from the fee calculation.

By executing this Agreement, Client authorizes the Custodian to deduct fees from Client's Account and pay them to Adviser. Client is responsible for verifying fee computations. The custodian will send Client a quarterly statement showing all amounts paid from the Account including all management fees paid by Custodian to Adviser.

7. **ERISA Accounts.** If the Account is subject to the Employee Retirement Security Act of 1974, as amended ("ERISA"), Client appoints Adviser and Adviser accepts its appointment, to the extent required, as an "investment manager" for purposes of ERISA and Adviser acknowledges that it is a "fiduciary" with respect to the control or management of the assets in the Account. Adviser also acknowledges that it is a "fiduciary" beginning at the time it makes any recommendation to a potential Client. Adviser is a Level Fee Fiduciary. This means that the only fee or compensation received by Adviser, its Investment Adviser Representatives ("IARs"), and any Affiliate in connection with the advisory or investment management services is a "Level Fee." A "Level Fee" is a fee or compensation that is provided on the basis of a fixed percentage of the value of the assets or a set fee that does not vary with the particular investment recommended, rather than a commission or other transaction-based fee. Adviser and its IARs adhere to, and comply with, the following Impartial Conduct Standards:
  - a) **Best Interest of the Client:** Adviser, and its IARs, will provide investment advice that is, at the time made, in the best interest of the Client. This means that the extent investment advice is provided to the Client for the Client's Retirement Account, the investment advice will reflect 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, based on the Client's investment objectives, risk tolerance, financial circumstances, and retirement needs, without regard to the financial or other interests of Adviser, its IARs, or any affiliates.
  - b) **Reasonable Compensation:** Adviser, and its IARs, will not provide investment advice that will cause Adviser, its IAR, or its Affiliates to receive compensation, directly or indirectly, that is in excess of reasonable compensation within the meaning of ERISA Section 408(b)(2) and/or Code Section 4975(d)(2). This means that the compensation may not be excessive as measured

by the market value of the particular services Adviser provides to the Client and the Client's Retirement Accounts.

- c) **Non-Misleading Statements:** Adviser, and its IARs' communications to you in connection with investment advice regarding the Client's retirement accounts, which includes the recommended transaction, the fees incurred in connection with the transaction, the compensation received by Investment Adviser, its IARs and any affiliates, Investment Adviser's material conflicts of interest and any other information relevant to the investment decision, will not be materially misleading.

If Client is a trustee or other fiduciary including, but not limited to, someone meeting the definition of a "Fiduciary" under the Employee Retirement Income Security Act of 1974 ("ERISA") or an employee benefit plan subject to ERISA, such trustee or other fiduciary represents and warrants that Client's representation by Adviser is permitted by the relevant governing instrument of such plan and that Client is duly authorized to enter into this Agreement. Client additionally represents and warrants that: (i) its governing instruments provide that an "investment manager," as defined in ERISA, may be appointed; and (ii) the person executing and delivering this Agreement on behalf of Client is a "named fiduciary," as defined in ERISA, who has the power under the plan to appoint an investment manager. Client further represents that Adviser has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client's authority to retain Adviser. Client will furnish promptly to Adviser, any amendments to the plan, and Client agrees, that if any amendment affects the rights or obligations of Adviser, such amendments will be binding on Adviser only when agreed to by Adviser in writing. If the Account contains only a part of the assets of the plan, Client understands and accepts that Adviser will have no responsibility for the diversification of all of the plan's investments, and that Adviser will have no duty, responsibility or liability for Client assets that are not in the account managed by Adviser. If ERISA or other applicable law requires bonding with respect to the assets in the account, Client will obtain and maintain, at Client's sole expense, bonding that satisfies this requirement and covers Adviser and its Affiliated Persons.

**Client acknowledges receipt of disclosure for Level Fee Fiduciary and Impartial Conduct Standards:**

Client initials \_\_\_\_\_

Client initials \_\_\_\_\_

8. **Statements.** The Custodian will provide Client no less than quarterly statements of the assets in Client's Account, the purchase date, the cost and the current market value for the period (or since the opening of the Account). The quarterly fee will be reflected on the periodic account statement provided by the Custodian. Client is responsible for verifying fee computations since custodians are not typically asked to perform this task. The Custodian will make available to Client a statement no less than quarterly showing all amounts paid from the Account including all management fees paid by Custodian to Adviser. In case of an error in such reports, Client shall notify Adviser promptly, and Adviser will use good faith efforts to make corrections to such reports in a timely manner.
9. **Voting of Securities.** Adviser will not vote proxies on behalf of the client.

10. Confidentiality. All information and advice furnished by either of the parties to the other will be treated as confidential and will not be disclosed to third parties except as necessary to carry out obligations hereunder or as required or permitted by law.
11. Nonexclusive Relationship. Client understands and acknowledges that Adviser performs investment advisory services for various clients. To the extent practicable, Adviser will attempt to allocate investment opportunities among its various clients, including Client, on a basis that is over time, fair and equitable to all clients. Client agrees that Adviser may give advice and take actions with respect to its other clients that may differ from advice given or the timing or nature of action taken with respect to the Account. Adviser has no obligation to purchase or sell for the Account, or to recommend for purchase or sale to the Client, any security that Adviser, its employees, principals, officers, or affiliates may purchase for themselves or for others. Client further understands and acknowledges that transactions in a specific security may not be accomplished for all clients of Adviser at the same time or at the same price. Adviser shall not, represent another customer on the other side of a transaction on behalf of Client unless Adviser has previously obtained Client's consent after making full written disclosure of the essential facts of the transaction.
12. Assignment. Neither Client nor Adviser may assign this Agreement within the meaning of the Advisers 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 the Adviser, the successor firm will notify Client in writing within a reasonable time after such change and continue to provide the services previously provided to the Client by the Adviser. If the Client continues to accept the services provided by the successor without written objection during the thirty (30) 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 Adviser 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 Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

13. Termination. This Agreement will continue in effect until terminated by either party by telephone and confirmed in writing, at which time, any earned fee but not yet paid by the Client shall be billed by Adviser on a prorated basis as of the effective date of the termination. Termination of this Agreement will not affect (a) the validity of any action previously taken by Adviser under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement or (c) Clients's obligation to pay management fees up to the date of termination in a timely manner (pro-rated through the date of termination). Upon termination of this Agreement, Adviser shall perform no functions whatsoever with respect to the managing of the Account(s), and further management of those accounts shall be the sole responsibility of Client. Terminations will not affect liabilities or obligations from transactions initiated in client accounts prior to termination. In the event the client terminates the investment advisory agreement, Adviser will not liquidate any securities in the account unless instructed by the client to do so. In the event of client's death or disability, Adviser will continue management of the account until Adviser is notified of client's death or disability and given alternative instructions by an authorized party.

14. Client Authority. If Client is an individual, Client represents that he or she is of legal age. If Client is a corporation, partnership, trust or limited liability company, the person signing this Agreement is entered into by a trustee or other fiduciary, the trustee or fiduciary represents that Adviser's investment management strategies, allocation procedures and investment management services are authorized under the applicable plan, trust, or law and that the person signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.
15. Voluntary Arbitration. Any controversy or dispute which may arise between Client and Adviser concerning any transaction under, or the construction, performance or breach of, this Agreement may, upon agreement by both parties, may be settled by arbitration in accordance with the Securities Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) is not binding but may be entered in any court having competent jurisdiction. The arbitration forum shall not be selected if traveling to its location would cause undue, not ordinary, hardship or financial expense to the Client. This voluntary agreement does not constitute a waiver of Client's rights under the Investment Advisers Act or similar state statutes or rules. There are other forums for clients to seek resolution of disputes that may arise between the investment adviser and client, including ways to seek restitution and damages. By signing this agreement, client does not waive said rights to alternate forums.
16. Disclosure Documents. Adviser hereby represents and warrants that it has provided to Client a written disclosure statement as required by Rule 204-3 under the Investment Advisors Act of 1940 or similar State statutes. **Client acknowledges receipt of: (a) Adviser's Form ADV, Part 2A and 2B and (b) Adviser's Notice of Privacy Practices.**

Client initials \_\_\_\_\_ Client initials \_\_\_\_\_

17. Registration. Adviser represents that it is registered as an investment adviser or exempt from such registration and that such registrations will be kept effective during the term of this Agreement.
18. Title to Assets. Except to the extent that Client promptly notifies Adviser otherwise in writing, Client represents that the assets in the Accounts belong solely to Client and are free and clear of any liens or encumbrances.
19. Consent to E-mail Delivery. Adviser will periodically deliver information and documents including, but not limited to, monthly statements, quarterly updates, quarterly performance reports, quarterly invoices, and our annual offer to deliver, which may contain your private, confidential and/or personal financial data. If Client agrees that Adviser may deliver such information and documents via electronic mail, use the following address designated by Client.

E-mail address: \_\_\_\_\_, or

I DO not consent to E-mail delivery. \_\_\_\_\_ (client initials)

If the designated e-mail address changes, Client agrees to notify Adviser promptly of the new e-mail address. Client may revoke this general consent to electronic delivery at any time by notifying Adviser in writing. Client may request a hard copy of any particular document covered by this consent.

20. Communications and Notices. All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid:

If to Miller Financial Services LLC:  
801 West Michigan Avenue  
Marshall, Michigan 49068  
[info@millerfinancialplanning.com](mailto:info@millerfinancialplanning.com)

If to the Client, to the address provided in this Agreement (on last signature page).

Adviser may rely on any written notice reasonably believed to be genuine and authorized.

21. Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement of the parties as to management of the Account(s), and may be amended only by written agreement signed by both parties.

22. Severability. The unenforceability or invalidity of any paragraph or provision of this Agreement shall not affect the enforceability or validity of the balance of this Agreement.

23. Miscellaneous. This Investment Management Agreement constitutes the sole and exclusive investment management agreement between the parties hereto and shall supersede all prior investment management agreement between the parties. The agreement may only be modified by a written instrument signed by both parties and shall be construed under the laws of the State of Clients domicile at that time are in effect.

24. Governing Law. This Agreement, and all rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Client's domicile applicable to agreements made and to be performed entirely within such state, including all matters of construction, validity and performance.

**DISCRETIONARY INVESTMENT MANAGEMENT AGREEMENT**

All principals of Client must sign. Corporate officers, limited liability company members, partners and fiduciaries must indicate the capacity in which they are acting. This Agreement may be executed in counterparts and shall be binding on the parties as if executed in one document.

Client and Adviser have executed this **Discretionary Investment Management Agreement** on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. By signing below, each party acknowledges that it has received, read, understands, and agrees to be bound by and fulfill the obligations set forth in this Agreement.

ACCEPTED:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Client Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Client Date

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

BY:

**Miller Financial Services LLC**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Investment Adviser Representative Date

CCO Reviewed

\_\_\_\_\_  
**CCO Initials**



**APPENDIX B - LIMITATIONS AND RESTRICTIONS**

**Miller Financial Services LLC agrees to the following limitations and restrictions:**

None: \_\_\_\_\_

Describe Limitations, If Any:

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**Client Initials** \_\_\_\_\_

**Client Initials** \_\_\_\_\_

Additional Client/Account Notes, If Any:

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**Client Initials** \_\_\_\_\_

**Client Initials** \_\_\_\_\_