

**SECTION 1**

For the purposes of this Agreement, the following definitions will apply:

Agreement	This entire document, entitled Joint Services Agreement.
Application	Client Account Application containing Client and Advisor information specific to Account being established.
Client	The person or entity whose name(s) is/are set forth in Section 2 of Application.
Advisor	Client's Investment Advisor Representative as named in Section 4 of Application.
Advisor Firm	The Investment Advisor Firm listed in Section 4 of Application that employs or is associated with Advisor.
Manager	Green Investment Management, Inc., an investment advisor registered with the State of Texas.
Outside Strategist	An independent outside manager providing models to Manger.
Custodian	Trust Company of America (TCA), TD Ameritrade (TDA) or any qualified custodian bank, qualified trust company, qualified broker/dealer or annuity company where Client's assets are to be managed.
Account	Client assets that are placed with Custodian with the same Account Owner Information, as listed in Sections 2 and 3 of Application, with one or more account or contract numbers.
Model	A specific allocation type that is managed entirely by Manager or with input from Outside Strategist.

SECTION 2

Agreement is made by and between Manager, Advisor Firm and Client, effective with the last date written in Section 14 of Application.

WHEREAS, Manager is engaged in the business of providing a discretionary investment management service individually tailored to the needs of Client ("Management Service"); and

WHEREAS, Advisor Firm is engaged in the business of providing certain non-discretionary investment advisory services ("Advisor Service"); and

WHEREAS, Client wishes to engage Manager and Advisor Firm to provide such Management Service and Advisor Service.

Now, therefore, the parties agree as follows:

I. Manager Services

Manager agrees to provide the following Management Service to Client:

- A. Provide discretionary investment advisory services to Client.
- B. Manage Account that Client has established at Custodian.
- C. Provide continuous investment advice and supervision to Client based on Client's individual needs, objectives and financial position. May also vary Client's investments within allocation in Manager's sole discretion as considered appropriate.
- D. Remain available to Client, Advisor and Advisor Firm during normal business hours for consultation regarding the administration of Account, financial situation or investment needs. The Manager will be available at 817-335-1178.
- E. Be a "fiduciary", as defined in Section 3(21)(A) of ERISA, for those Clients subject to ERISA and for which Manager serves as an "investment manager", as defined in Section 3(38) of ERISA for the period of Agreement, and obtain and maintain the applicable fiduciary bond.
- F. Monitor the performance and services provided by Outside Strategist(s).
- G. Provide secure access to daily and quarterly statements on Manager's website, www.gimlink.com.

II. Advisor Services

Advisor Firm agrees to provide the following Advisor Services to Client:

- A. Obtain information from Client that is necessary in order for Manager to manage Account on the basis of Client's financial situation, investment objectives and instructions. This information will provide, at a minimum, answers to the suitability questions contained in Section 6 of Application.
- B. Assist Client in determining the most appropriate model and allocation offered by Manager for Client based on Client's investment goals, risk tolerance, limitations and financial circumstances.
- C. Advisor Firm will properly secure the client's permission prior to effecting securities transactions in client accounts managed on a non-discretionary basis pursuant to California Code of Regulation, Section 260.237.2(f)(1).
- D. Contact Client at least annually to determine whether Client's financial situation, investment objectives or instructions have changed.
- E. Provide written instructions to Manager to implement any changes agreed to by Client.
- F. Be reasonably available to consult with each Client, as may be requested by Client.
- G. Periodically monitor and review the performance and risk parameters of the Model(s) chosen by Client and notify Client of any changes that Advisor determines may be indicated.



- H. Provide Client with a copy of Manager's and Advisor Firm's Form ADV Part 2, Advisor Firm's Fee disclosed within Application and Advisor Firm's Privacy Policy Statement on or before execution of Agreement.

III. Client, Responsibilities and Representations

Client hereby agrees as follows:

- A. To complete paperwork establishing a custodial Account with Custodian (if Account has not already been established).
- B. To deposit into Account those funds or securities Client desires for Manager to manage. Client may at any time deposit additional funds and/or securities with Custodian so as to increase the managed assets in Account. Client shall at all times maintain every indicia of ownership of the securities in Account including the right to hypothecate, pledge, vote, withdraw the securities and proceed directly against the issuer of any security without the participation in the proceeding of Custodian, Manager or Advisor Firm.
- C. To grant Manager full discretionary authority to buy, sell, invest, exchange, convert, transfer, redeem, liquidate or otherwise dispose of any funds or investments held in Account, without notice or approval of Client.
- D. That additional charges may be imposed by third parties other than Manager or Advisor Firm in connection with investments made through the Account, including but not limited to, mutual fund advisory Rule 12b-1 distribution fees, servicing fees, sub-accounting fees, redemption fees, commissions, transaction costs, IRA fees and Qualified Retirement Plan fees. Fees paid to fund managers by mutual funds, variable life or annuity sub-accounts, exchange traded funds or closed-end mutual funds are deducted from each fund's net asset value and as such shall be an expense of Account. In addition, investor fees charged by issuers of exchange traded notes are deducted from returns of the notes and shall be an expense to Account. The fees charged to Account may be higher than fees charged by other investment advisors or managers for similar services and these securities can be purchased directly without participation in management.
- E. To pay all customary transaction fees (including costs to purchase and sell securities) and expenses charged by Custodian. These transaction fees and expenses are in addition to both Manager's and Advisor Firm's fees described under "Payment of Advisory Fees" in Section 2(V)(B) of Agreement. Such fees are subject to change upon thirty (30) days written notice to Client. Custodian may withdraw funds from Account and/or liquidate assets to pay fees.
- F. To authorize Manager to change Custodian to any qualified custodian bank, trust company or broker/dealer selected by Manager upon thirty (30) days written notice from Manager.
- G. That upon termination of Agreement, Client or Advisor Firm (at Client's request) may request that Manager redeem all securities and send all cash proceeds to Client, transfer securities and/or cash to a newly appointed custodian or manager or retain current Custodian, at Custodian's discretion, and request Manager no longer manage Account. In the event Client decides to retain Custodian but release Manager from its responsibilities under Agreement, Client may be required to complete a Custodial agreement directly with Custodian and may be required to pay additional custodial fees directly to Custodian.
- H. That the minimum initial investment and required minimum Account size is \$25,000 in each model selected for use in the portfolio. These minimums can be waived at Manager's discretion. Custodian may impose minimum fees per account that may make smaller accounts less cost effective than larger accounts. If for any reason the Account value falls below Manager's required minimum, Manager may request Client to correct the deficiency.
- I. To notify Advisor Firm or Manager of any Client imposed restrictions on Account investments, material changes in Client's current financial condition or investment objectives and provide written instructions to Manager to implement changes required in Account. Client accepts the ultimate responsibility for ensuring Manager is made aware of such changes. When executing Agreement, Client may provide any reasonable restrictions on Account in Section 8 of Application. These restrictions are subject to Manager's approval.
- J. Because Manager deducts fees directly from Client's Account, Texas deems Manager to have custody of Client funds, but the qualified Custodian will hold client assets. Accounts will always be held in Client's name. Any checks or monies paid to the order of Manager or Advisor Firm will be returned to Client (except for monies that are in payment of advisory fees described in Section 2(V)(B) of Agreement).
- K. To hold Manager harmless from any loss of market value of Client's Account, except for acts or omissions constituting negligence, willful misfeasance or bad faith. This includes any losses due to market fluctuations, which may occur while new accounts or contributions are being processed, or resulting from trading/exchange limitations imposed by any mutual fund company or Custodian, or arising from trading/exchange errors on the part of Manager or Custodian. Client specifically acknowledges that Manager does not guarantee any specific execution date or price on trades/exchanges. Execution dates and prices may vary among Accounts even of the same Model. Client specifically acknowledges Manager is not guaranteeing or warranting to Client the investments in Account will increase in value, retain their value or otherwise achieve any specific performance level. This does not indicate Client has waived any rights under any Federal or State laws. Federal and State securities laws impose liabilities under certain circumstances on persons who act in good faith and, therefore, nothing contained in the agreement shall constitute a waiver of any rights that a client may have under Federal and State securities laws.
- L. To authorize Manager to disclose Client and Account information to Advisor Firm and Custodian and provide Advisor Firm access to copies of quarterly statements on Manager's website.
- M. To authorize Manager to act on request of Advisor Firm, as agent for Client, to provide the following services:
- Change Client's Model. (Model changes are allowed only once every 90 days.)
 - Direct Custodian to make distribution checks or fund transfers payable to Client.
 - Change Client's address of record for purposes of this Application and Agreement, including address used by Custodian.
 - Provide Account information to Client's tax and legal advisor.
 - Request Account termination at Client's request.



- N. When Manager deems it to be in the best interest of Client, as well as other Clients of Manager, it may aggregate securities to be purchased or sold in an attempt to obtain a more favorable price, lower commission and/or more efficient execution.
- O. That Manager's responsibilities under Agreement shall not be deemed to commence until after Agreement is accepted by Advisor Firm and Manager and Custodian has notified Manager that money and/or securities to be managed have been received.
- P. That Client has full power, authority and capacity to execute Agreement. If Client is a trustee or other fiduciary, including, but not limited to a person meeting the definition of "fiduciary" under ERISA or an employee benefit plan subject to ERISA, such trustee or other fiduciary represents and warrants that it is duly authorized to enter into Agreement. Client agrees to furnish such documents to Manager as required under ERISA. Client further agrees to advise Manager of any event that might affect this authority or validity of Agreement. Client additionally represents and warrants (i) that its governing instrument provides that an "investment manager" (as defined in ERISA) may be appointed and (ii) that the person executing and delivering 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.
- Q. That Client has completed or assisted in the completion of the Suitability Questions in Section 7 of Application and agrees the information provided in the Agreement correctly represents Client's financial situation, goals and risk tolerances. Client agrees the Model(s) chosen by Client in Section 6 of Agreement is consistent with Client's investment objectives and financial situation.
- R. That all dividends and distributions received in Account will be reinvested unless Client instructs Manager otherwise. Transactions, including purchases and sales, may produce dividends and distributions, which may create tax liabilities even though reinvested for Client.

IV. Model choices

Manager offers a wide range of Models to invest in and the list may change over time. In the case of Models managed with the input from Outside Strategist(s), the Outside Strategist(s) do not exercise investment discretion over Client Accounts. The Outside Strategist(s) design, monitor and, as necessary, make recommendations on any updates to the models. Manager is solely responsible for the decision to implement Outside Strategist(s) recommendations. Outside Strategist(s) do not take individual client objectives into consideration; this duty is performed by the Manager. Manager may receive compensation for such implementation and as such may face a conflict of interest when making a Model available that is guided by Outside Strategist(s). A complete description of Manager's methodology and investment strategy for each Model is available upon request.

V. The parties understand and further agree to the following terms and conditions:

- A. Complete Agreement - Agreement represents the sole, entire and complete agreement between the parties hereto with respect to the obligations arising hereunder. Agreement may be amended, and any of the rights herein, waived, only by written agreement signed by Client, Advisor Firm and Manager except as provided in Section 2(III)(E) to that effect. In the event that any portion of Agreement is found to be unenforceable, the balance of Agreement shall be enforced as if such portion has been severed.
- B. Payment of Advisory Fees - As a Client, Client will pay continuing fees to both Manager and Advisor Firm for their services provided hereunder. Client authorizes Manager to direct Custodian to deduct from Account and remit to Manager and Advisor Firm their respective fees. A description of the fees are listed below:
 - i. The Manager's fee ("Manager's Fee") is payable quarterly in advance, in accordance with Section 5 of Agreement. Manager reserves the right to negotiate Manager's Fee at its own discretion. Manager's Fee Adjustments are listed in Section 9 of Application.
 - ii. The Advisor Firm's fee ("Advisor Firm's Fee") is payable quarterly in advance, in accordance with Section 10 of Application. Advisor Firm reserves the right to negotiate Advisor Firm's Fee at its own discretion.
 - iii. Both Manager's Fee and Advisor Firm's Fee (collectively called "Management Fees") will be assessed quarterly and will be redeemed from Account (unless noted otherwise in Section 11 of Application) payable to Manager in advance of service and based on Account valuation on the last day of preceding calendar quarter. Management Fees on new accounts will be calculated on a pro-rata basis and based upon Account valuation on the date Custodian receives the money and/or securities and Agreement has been accepted by Manager. At the discretion of Manager, the values of related accounts might be grouped together for purposes of reducing the overall Management Fees to the related accounts. The specific calculation of this fee is available from Manager upon request. No billing adjustment shall be made for interim market fluctuations; however, Manager shall adjust billing with regard to interim additions or withdrawals from Account. Shortly after Manager is in receipt of Management Fees, Manager will make payment to Advisor Firm for the Advisor Firm's Fee. Similar or more comprehensive services may be available at a lower cost from other investment advisors.
- C. Sales Fees or Commissions - In cases where Client has directed Manager to use specific fund families, Manager will use the class of shares currently held, unless otherwise directed by Client. Client may be paying higher expenses to the mutual funds. Certain mutual funds pay a portion of their management fee or Rule 12b-1 fees to broker-dealers. Although Manager does not accept Rule 12b-1 fees, Manager may face a potential conflict of interest in determining whether or not to invest or maintain an investment in each mutual fund.

Manager has negotiated a relationship with TCA and TDA and believes they offer competitive, quality custody and execution. Clients should discuss with their Advisor if one of these custodians would be best suited for their account. Manager cannot guarantee that the same trading services would not cost less or achieve better execution at another custodian. Manager receives negotiated rates with TCA and TDA based upon the level of Client assets held at Custodian. Because of these negotiated rates Manager may face a conflict of interest when recommending Custodians.

- D. Assignment - No assignment of this Agreement may be made by Manager or Advisor Firm without Client's written consent.
- E. Rescission or Termination - Client has a right to rescind this Agreement for a complete refund of Advisor Fees within five (5) business days after execution of the document. Subsequent to the initial five business day period, Manager may terminate this Agreement by giving not less than ten (10) days prior notice in writing to Client. Client or Advisor Firm (at Client's request) may terminate the account by providing verbal or written notice to Manager. Collected but unearned Management Fees are refundable to Client on a pro-rata basis if Agreement is terminated. If Account is to be liquidated as a result of a termination notice, it is understood Manager may take up to five (5) trading days to effect such liquidation following the date the liquidation request was received by Manager. Proceeds will be payable to Client within five (5) business days of liquidation.



- F. **Notice** - All notices required or permitted to be given under this Agreement shall be in writing and delivered to Manager, at 309 West 7th Street, Suite 101, Fort Worth, Texas 76102, or, if to Client, to the address of record on Account or, if to Advisor Firm, to the address provided in Section 4 of the Application.
- G. **Death of Client** - In the event of Client's death or incapacity, and before Manager's knowledge of such death or incapacity and further instructions from the legal representatives and heirs thereof, all investment decisions and action taken by Manager shall be binding upon Client and the legal representatives and heirs thereof and each person shall hold Manager harmless for the investment decisions made and actions taken.
- H. **Proxies** - Client will receive directly from Custodian all proxies for securities held in the Client's Account or the proxies will be handled as otherwise agreed between Client and Custodian. Neither Manager nor Advisor will vote, or give any advice about how to vote, proxies for securities held in the Client's Account. If the Account is for a pension or other employee benefit plan governed by ERISA, the client directs the Manager and/or Advisor not to vote proxies for securities held by Custodian because the right to vote such proxies has been expressly reserved to the plan's trustees.
- I. **Manager's Right to Trade for its own Account** - Manager may buy, sell, hold or trade in the same securities as Account. Client acknowledges that Manager and its other clients may at any time have, acquire, increase, decrease or dispose of positions in investments which are, at the same time, being held, acquired, increased, decreased or disposed of for Account.
- J. **No Advisor** - In the event there is no Advisor selected by Client or an Advisor is unable or unwilling to complete its responsibilities under this agreement and Advisor Firm fails to assign a replacement Advisor; Manager will take over the responsibilities as described in Section 2(II), Advisor Services and Agreement shall remain in full force and effect. All references to Agreement shall be deemed to mean Agreement as modified hereby.
- K. **Governing Law** - The terms of this Agreement shall be governed under the internal laws of the state of Texas or laws of the state in which the client is domiciled, without regard to choice of law provisions.
- L. **Arbitration** - Any controversy or claim arising out of, or relating to this Agreement or its breach, shall be settled by arbitration in accordance with the then governing rules of the American Arbitration Association. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction. Client is not waiving any rights provided under Federal or State securities laws to pursue a remedy by other means.
- M. **Survival** - The provisions of Sections 2(III)(K), 12(V)(K) and 12(V)(L), shall survive the termination of Agreement.

SECTION 3

I. Accounts custodied at TCA, TDA or any qualified custodian bank, trust company or broker/dealer

In order to implement Manager's strategies; Manager will purchase and sell securities on Client's behalf in one or more of the following security types:

- Exchange traded funds ("ETFs")
- Exchange traded notes ("ETNs")
- Open-end mutual funds
- Closed-end funds
- Cash instruments

Complete descriptions of these security types are available from Manager upon request.

II. Variable Annuity and Variable Life Contracts

In order to implement Manager's strategy within variable annuities or variable life annuity contracts, Manager will purchase and sell securities on Client's behalf in variable annuity subaccounts or variable life subaccounts.

Complete descriptions of these security types are available from Manager by request.

SECTION 4

Green Investment Management Privacy Policy

Green Investment Management, Inc. collects information that helps serve our Clients' financial needs and fulfill legal and regulatory requirements. We collect nonpublic personal information about Client from information provided on applications, agreements and related account forms and legal documents related to account establishment. This information may include demographic data as well as financial information (individual risk tolerance, objectives for the investments, and financial situation). Still other information may be obtained through the client's relationship with us in their accounts (balances, transactions, types of accounts maintained, etc.). This information may be collected in a variety of ways - in writing through the mails, during telephone or Internet transactions, in electronic downloads or in personal interviews with Clients' Registered Representative or Advisor.

Green Investment Management, Inc. does not sell lists of our customers or former customers to anyone, nor do we disclose customer information listed above to marketing companies. We will only share information we collect with nonaffiliated third parties as provided by law. For example, federal regulations permit us to share some or all of the information collected (see next paragraph) about clients with service providers such as our trust companies, our insurance company vendors, direct mutual fund/annuity firms, our Internet service provider and our auditing firm.

Green Investment Management, Inc. has implemented security standards and processes - including physical, electronic, and procedural safeguards - to ensure that access to customer information is limited to employees, registered representatives, or agents such as accountants or attorneys who may need it to do their jobs. They are required to respect the confidentiality of all customer information. We uphold these privacy principles throughout our company and with our business partners. Third party companies with which we share customer information are required to maintain the confidentiality of that information, as well.

If any changes are made to this policy you will be notified as required by law and you can always view our current policy online at www.GIMLink.com.



SECTION 5

Manager's Fee

<u>Account Value</u>	<u>Confident Retirement Plan Models</u>	<u>GIM Guardian Models</u>	<u>GIM Tax-Aware Models</u>	<u>Saratoga Capital Management Models</u>	<u>GIM Global Strategic Models (restricted availability)</u>	<u>All Models Managed at Mutual Fund Companies or Annuities</u>
First \$250,000	0.50%	0.95%	0.55%	0.65%	0.50%	1.00%
Next \$250,000	0.50%	0.85%	0.55%	0.65%	0.50%	1.00%
Next \$500,000	0.50%	0.75%	0.45%	0.55%	0.45%	0.75%
Next \$4 million	0.50%	0.50%	0.40%	0.45%	0.40%	0.50%
Over \$5 million	0.50%	0.50%	0.35%	0.40%	0.35%	0.50%

The management fees charged by Green Investment Management vary based on the strategies/models that are chosen by the client or recommended by GIM, its supervised persons or independent advisors. Since compensation can vary based upon the strategies chosen, this can present a conflict of interest. The three Saratoga strategies/models may be available for purchase through other advisors at a lower cost.

The Combined "Management Fee" which includes GIM's Management Fee and the Advisors fee should not exceed 3% annually.

SECTION 6

Custodial Fees

<u>Basic Fees</u>	<u>Trust Company of America</u>	<u>TD Ameritrade</u>	<u>Other Custodians</u>
Quarterly Administration Fee	0.0625% (\$25 minimum) \$500 maximum per account	0.0625% (\$25 minimum) \$250 maximum per account	All fees are set by Custodian and vary with each company
Annual IRA, SEP & Qualified Plan Participate Fee	\$25	\$0	
<u>Special Services Fees*</u>			
Transfer Out Fee	\$100 per account	\$100 per account	
Wire Fee / Express Fee	\$25	\$10	
Return Check Fee	\$35	\$25	
Stop Payment / Cancelled Check Fee	\$20	\$25	
Quarterly Paper Statement Fee	\$3.75	\$0	

* These fees are determined by Custodian and are subject to change periodically.