



Investment Advisory Agreement

Marian Financial Services, Inc.
A Registered Investment Adviser

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Investment Advisory Agreement

This is an Investment Advisory Agreement (“Agreement”) between Marian Financial Services, Inc. (“MarianFS”) and the undersigned client (“client”, “clients” or “you”) pursuant to which you agree to retain MarianFS to provide discretionary investment management services, financial planning services, estate planning services, hourly services, retirement planning services, and other on-request services on the following conditions and terms:

Client Profile

Before opening an account with MarianFS, you will provide MarianFS with your investment objectives, time horizon, and the percentage of net worth the account represents to your overall net worth, return objectives, income needs, expected withdrawals, expected additions and overall financial goals. You will provide the answers to these questions in Appendix A, which is attached to this agreement and through Right Capital® our financial planning software vendor. Once you have fully completed this task(s), then your MarianFS financial adviser will recommend an investment portfolio chosen to match your overall financial goals. Investment portfolios are customized to the individual client and client account.

Authority to Execute Contract

You admit that if you are an individual or individuals, that you are of legal age and are a citizen of the United States or a legal resident of the United States. If the client is a corporation or other business entity, the person signing this agreement represents that they have the authority to sign and have been duly authorized by their corporation or other business entity to sign this agreement. If the person signing is a trustee, guardian, fiduciary or a fiduciary of an ERISA plan, such trustee, guardian, fiduciary, or ERISA plan fiduciary represents that by signing this agreement that they are doing so within the scope of their role and authorized by their plan documents, trust document or legal authority given to them. You agree to advise MarianFS in writing, as soon as possible, of any event that would affect the authority granted to you by your plan documents, trust documents or legal authority.

Account Setup

As part of your account opening documents, you must complete account applications and related forms from one of our custodians. The custodians that we use are Charles Schwab & Co. Inc. and Fidelity Investments via AssetMark. Charles Schwab & Co., Inc. and Fidelity Investments meet the definition of a “qualified custodian” as defined within Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended. Please review your qualified custodian’s account opening paperwork as it contains important information.

Adding to Your Account

When you open your account and later add to it, you can deposit the money electronically. MarianFS prefers that you make electronic deposits to your accounts. MarianFS will help setup electronic deposit capabilities at each of the above qualified custodians.

Account Minimum per Household

MarianFS account minimums per household are subject to the following minimums unless reduced or waived by the adviser.

For *Mutual Fund* accounts:

\$25,000 account Minimum per Household

For *Exchange Traded Funds* accounts:

\$25,000 account Minimum per Household

For *Stock* Portfolios:

\$25,000 account Minimum per Household

For *Accounts Managed via the Pontera Platform*:

There is no minimum account size to manage client 401(a), 401(k), 403(b), or 457 plans via the Pontera Platform.

Custody Fees

Because of opening your account with Charles Schwab & Co. Inc., or Fidelity Investments, you may be subject to other charges. Please see the Charles Schwab or Fidelity Investments Pricing Guide for further details or by visiting their web site at: www.schwaballiance.com or www.fidelity.com.

Fee Explanation

Our fees for investment management services are negotiable, depending on account size. Our standard fee starts at 1.25% annually, payable quarterly. Fee reductions are available for accounts with \$500,000 or more in investment securities managed by our firm. See table below for more details.

Our fee for Stocks, Exchanged Traded Funds (ETF's) and Mutual Fund Portfolios starts at 1.25% annually, payable quarterly in advance. Our fee is calculated by taking the ending value of the prior quarter and multiplying it by 1.25% or other fee based on total household assets, then dividing that figure by four (4). In the case of a new investment management account, a pro-rata fee is calculated based on the number of days that the new account was in the prior calendar quarter. This pro-rata fee is added to the fee for the first full calendar quarter fee. For example, if the new account was opened with 30 days remaining in the calendar quarter, then a fee for those 30 days would be calculated and added to the fee for the next calendar quarter.

Fee Schedule

Plan Name	Account Level	MarianFS Fee or Co-Advisor Fee
MarianFS Portfolio Management	First \$500,000 next \$500,000 up to \$1mm next \$1mm and up	1.25% annual 0.75% annual 0.50% annual
Separately Managed Accounts (other RIA firms)	See SMA's Disclosures for Account minimums	See SMA's Fee Schedule
Non-managed accounts (Client managed)	> \$1	0.25% annual
MarianFS Hourly Services	N/A	\$250 per hour
MarianFS – Estate Planning (Notary, data input and document coordination via Estate Guru)	N/A	Fee range is typically from \$250 to \$500
MarianFS Limited Flat Fee Services – Invested only in CDs & Money Market Accounts	Minimum Account size is \$500,000 and up	\$1,200 - \$2,400 annual
Pontera Platform 401(a), 401(k), 403(b), 457 plans managed by MarianFS using existing investment options in retirement account.	No minimum	0.80% - 1.00% (includes Pontera Fee 0.30%)

1. The maximum fee charged by MarianFS is 1.25%. MarianFS Fees are based on the individual account size.
2. Separately Managed Accounts (SMA's) have their own fee schedule. See the SMA disclosures for their fee schedule. MarianFS serves as a Co-Advisor on Separately Managed Accounts, and our fee is added to the SMA fee per account.
3. Quarterly Fees for managing retirement accounts on the Pontera Platform are charged to a separate investment account or payable by Square® quarterly. No fee is charged to a 401(a), 401(k), 403(b) or 457 plan participant (employee) account by Pontera or MarianFS.

Participant Account Management (Discretionary)

We use a third party platform (Pontera) to facilitate management of held away assets such as defined contribution plan participant accounts, specifically 401(k), 403(b), 401(a), Thrift Savings Plans and some 457 plans, with discretion. This platform allows us to avoid being considered to have custody of Client funds since we do not have direct access to Client log-in credentials. We are not affiliated with the Pontera platform in any way and receive no compensation from them for using their platform. A link will be provided to the Client allowing them to connect an account(s) to the Pontera platform. Once the Client account(s) is connected, MarianFS will review the current account and will rebalance the account considering client investment goals and risk tolerance. Client account(s) will be reviewed at least quarterly and allocation changes will be made as deemed necessary based on market and economic conditions.

Our firm is charged 0.30% for access to this Pontera platform per account. Our total fee includes this 0.30% Pontera fee. The total fee for Pontera + MarianFS ranges between 0.80% and 1.00%. This fee is calculated annually and billed quarterly in advance. This Pontera + MarianFS fee is billed to another account held by the client with our firm and is not billed to the participant account. As an alternative, we can bill you quarterly via Square® invoice.

Financial Planning

On a case-by-case basis, MarianFS may charge a negotiated flat annual fee for its Financial Planning *only* services that ranges from \$600 - \$2,400 per year. For example, when a client wants a Financial Plan through Right Capital® but *did not* plan to open any investment management accounts. This flat annual fee is negotiated on a case-by-case basis and depends on the time commitment required by MarianFS, the complexity of the client's financial situation, and their ability to pay. This flat fee is an ongoing fee which can be billed monthly, quarterly, or semi-annually via Square®.

Hourly and Limited Flat Fee Services

MarianFS charges \$250 per hour fee for assisting clients with client requested services. An example of a client requested service would be assisting clients with Power of Attorney implementations and re-titling accounts *at other firms* due to the incapacity of a loved one. Hourly services are billed via invoice upon completion of the services requested.

An example of Limited Flat Fee Services would be to assist clients in the data gathering and the initial preparation needed to hire an attorney, or legal document preparation firm that will draft legal documents such as Revocable Living Trusts, Wills, Health Care Powers of Attorneys, Durable Powers of Attorneys, and related documents. Limited Flat Fees are billed via invoice upon completion of the services requested and can be paid by Square® or debit/credit card. There is a fee range of \$250 to \$500 for hiring our firm for Estate Planning Services. Attorney fees are separate and not shared with our firm. See the "Estate Planning Price Guide" for full details and the breakdown of the fees charged by the attorney *and* our firm. See Appendix B, if applicable.

Other Fee Considerations

MarianFS allows the client, for convenience and reporting purposes, to bring over accounts that they wish to manage on their own. MarianFS charges a reduced assets-under-management fee on these non-managed accounts which is 0.25% that covers the cost of reporting, trading, and administration of these accounts.

Services Provided for Fees Paid to MarianFS

The payment of our 1.25% or lower annual fee, payable quarterly entitles the client to the following services:

- Current Investment Portfolio Analysis that reviews the client's existing portfolio for fees and expenses, stock overlap, diversification, risk levels and other important metrics.
- Design, selection and recommendation of a portfolio that reduces the client's overall fees and expenses, reduces stock overlap, better diversifies and reduces the overall risk of the portfolio.
- Retirement income distribution strategies to help the client with retirement income needs.
- Financial planning strategies that are based on the client's goals, investment objectives, risk tolerance and financial circumstances.
- Help the client understand the effects of their financial decisions and how to avoid making common mistakes.
- Re-titling and funding of accounts related to Revocable Living Trusts.
- Helping family members who are Powers of Attorneys on other family members.
- On-request reports that aggregates and segregates client accounts for easier understanding by the client.
- Acceptance by MarianFS of non-managed investments and accounts for consolidation and reporting to the client, to help keep up with other accounts that they prefer to manage on their own.
- A secure client web portal with a password set by the client whereby they can receive and send reports and other communications to or from MarianFS.
- Portfolio implementation and timing decisions.

- Portfolio trading (buys and sells) during implementation and when the client requests distributions or makes deposits into their accounts.
- Portfolio monitoring of MarianFS managed client accounts. (Non-managed accounts are not monitored by MarianFS.)
- Portfolio rebalancing services done at the discretion of MarianFS due to market conditions, deposits and withdrawals made by the client.
- Cost basis determinations when the client opens new accounts and the decisions that need to be made as to what positions to retain or sell based on those cost basis determinations.
- Managing deposits and withdrawals for the client and the corresponding purchase and sale trading decisions related to those deposits and withdrawals.
- General advice on matters for which advisers are licensed, such as real estate.
- General advice on matters related to estate planning and referrals to attorneys or firms for legal document creation and notary services.
- On request meetings with MarianFS advisers.
- Access to MarianFS advisers during normal business hours via telephone, email, and text messaging.

Note: Non-managed client accounts receive a limited amount of the above services for the 0.25% per quarter assets-under-management fee. Ask your financial adviser for details.

Reasonableness of Advisory Fee

Mr. Allison entered the securities business in 1988 and has over 35 years of experience advising clients on the complicated issues of investing. Mr. Allison has authored **five books** (four in his former name Richard Allison Johnson). He has a deep knowledge of the financial planning field as a CFP® professional since 1992. He holds a bachelor's degree from the University of Arkansas-Little Rock, plus a real estate license. Mr. Allison is uniquely qualified to make and offer investment and financial planning advice to clients for the fees described above. A financial plan is included for all investment management clients for no additional fee. Further, clients deal directly with Mr. Allison for assistance rather than being passed off to a junior investment adviser with less experience than Mr. Allison. In light of these factors, Mr. Allison feels that his fee schedule is reasonable in comparison to other investment adviser firms. However, you may be able to find comparable services for a lower fee from other registered investment adviser firms.

Automatic Fee Debit or Direct Billing

In regard to automatic fee debits, you authorize us to deduct our fees for managed accounts and non-managed accounts directly from your designated account(s). This authorization is done by the execution of this form and the completion of forms required by our recommended qualified custodian. We occasionally do direct billing of our fees. Generally, we do direct billing for one-time, on-request services calculated at the discretion of your financial adviser which is typically based on the work, time commitment and travel involved. In addition, we can do direct billing on a case-by-case basis for clients who need a Financial Plan *only* through Right Capital®. Further, we also do direct billing for our Retirement Planning Services for businesses and also for retirement plan participant accounts through the Pontera Platform.

Contribution of In-Kind Securities

The client may request that MarianFS accept in-kind securities transferred into an account or later added to an account as a convenience to the client. MarianFS will not watch, follow, or monitor, nor make any determinations as to when to sell any in-kind securities. MarianFS will only rely on instructions from the client as to when to sell such in-kind securities.

The client must understand that any in-kind securities kept within the same account as our investment

recommended securities will skew the performance for the account. This performance skewing of the account puts MarianFS at an extreme disadvantage by allowing the addition of in-kind securities to be mixed with our investment recommendations. Therefore, we prefer not to accept any in-kind securities to be held within our recommended investment portfolios. Instead, we prefer that any in-kind securities that the client wishes to maintain on their own, be kept in a separate account, not managed by MarianFS. MarianFS may refuse to accept any in-kind securities for any reason. Accounts with only in-kind securities will not be subject to our full 1.25% management fee, but rather a 0.25% assets-under-management fee or negotiated flat fee per account for account opening, transfer processing, trade requests by client: and general account servicing. As an alternative to this 0.25% fee, MarianFS may negotiate on a case-by-case basis a flat fee for help with these in-kind (self-directed) securities accounts.

Changes in Financial Situation

Since MarianFS will invest your account assets based on your responses to Appendix A, your inputs to Right Capital® and verbal information given to your financial adviser, then you understand and acknowledge the importance of responding accurately to these questions. You further understand that MarianFS will not have any way to verify the accuracy of your responses but must instead rely on your responses as given.

You agree to inform your financial adviser in the event of any changes in your financial circumstances, risk tolerance, or investment objectives regarding your account as soon as possible by completing an updated version of Appendix A and by keeping your Right Capital® client portal up to date with any new accounts.

If you are redeeming, surrendering or otherwise selling an existing security position to fund your account's initial investment, then you should fully understand the ramifications of such a transaction, including, but not limited to, any tax liabilities, fees, charges, redemption fees, contingent deferred sales charges, brokerage commissions, and brokerage transfer out fees.

Differences in Advice between Clients

You recognize and understand that MarianFS and your financial adviser may give advice and act, in the performance of their duties to clients, including clients with similar investment objectives that differ from the advice given you. In addition, the timing and nature of the advice may differ from the action taken or not taken regarding your account. For example, a client who invests in one of our Portfolios on January 1st of a given year cannot expect the same performance of a client who invests on July 1st of a given year, even though the securities purchased may be the same.

Performance Results

Investments in securities involve risk and will not always be profitable. Some years will be profitable, and some years will not be profitable. It is impossible to forecast the direction of the markets on a consistent basis or to predict profitability. You understand and acknowledge that neither MarianFS nor your financial adviser guarantees the results of any advice or recommendation, or that the objectives of your account will be achieved.

Past performance is not a guarantee of future results, and you should not rely on any past performance successes that MarianFS has had as a primary driver of your decision to retain MarianFS. **It is vastly more important to focus on the fact that you are hiring MarianFS to help guide you with making smart financial decisions.**

Ongoing Communications

Generally, on a quarterly basis, you will be provided a quarterly statement of your account from one of our qualified custodians, Charles Schwab & Co. Inc. or Fidelity Investments. These custodians offer online viewing of account statements. Further, as a convenience to our clients, we may provide you with a client web portal where we will post copies of our on-request reports for your account. These reports will be posted upon client request.

In addition, other pertinent documents may also be posted at your request, such as copies of account applications and other pertinent forms.

In order to provide you with account statements from MarianFS, our portfolio management system downloads data and information from Charles Schwab & Co. Inc. On rare occasions, there may be errors in these downloads. As a result, we strongly advise you to compare the statement that you receive from MarianFS, (if any) with the one that you receive or download from the Charles Schwab & Co. Inc or Fidelity Investments website(s).

You are requested to notify MarianFS and your financial adviser of the cost basis of all securities transferred in as in-kind securities. In the case of any discrepancies, notify us as soon as possible, so we can make any needed corrections, or verify our reports accuracy. If you fail to provide us with the cost basis for positions transferred into our firm, then the performance of those positions will not be accurate due to the missing cost basis.

Client and Co-Client Disagreements

If this agreement is between MarianFS and two or more clients, such as a husband and a wife, or multiple trustees, then the account will be managed according to the choices made on Appendix A. In case of an account with a husband and wife, multiple trustees, or joint ownership, MarianFS will manage the account based on instructions from any one of the parties authorized on the account. MarianFS will not be responsible for any claims or damages that result from such reliance, nor because of any change in status of the relationship between clients, such as a divorce or change in trustee status that has not been communicated to MarianFS in writing.

Dispute Resolution and Hold Harmless Clause

In the case of a dispute, we recommend that you consider the use of a professional mediator as the first choice to solve any dispute between you and MarianFS. Mediation is the most cost-effective way to solve a dispute. Secondly, we recommend binding arbitration which is significantly more expensive than mediation. We trust that any dispute can be handled by normal adult business discussions with MarianFS rather than resorting to adversarial alternatives.

MarianFS and their financial advisers, employees, directors, officers, and shareholders will pay for their own attorney in any legal proceeding against client and agree not to seek attorney's fees nor punitive damages from client in the case of a dispute involving a civil lawsuit, mediation, or arbitration, except in the case of fraud, willful misconduct, or criminal violation on the part of client.

The client also agrees to pay for their own attorney in any legal action against MarianFS and their financial advisers, employees, directors, officers, and shareholders and agrees not to seek attorney's fees nor punitive damages from MarianFS and their financial advisers, employees, directors, officers, and shareholders in the case of a civil law suit, mediation or arbitration, except in the case of fraud, willful misconduct or criminal violation on the part of MarianFS and their financial advisers, employees, directors, officers and shareholders. Federal and state securities laws, and ERISA to the extent applicable, impose liabilities on MarianFS and its advisers. Nothing in this Agreement waives or limits any rights you may have under those laws.

Legal Proceedings Involving Issuers

Except as otherwise required by ERISA, if applicable, MarianFS shall have no responsibility to render legal advice or take any legal action on client's behalf with respect to securities then or previously held in account, or the issuers thereof, that become the subject of legal proceedings, including bankruptcy or class actions. The custodian of the client account(s) is responsible for forwarding any documents to you related to any legal proceedings involving the securities currently held or previously held within your account(s).

Proxy Voting

MarianFS does not vote proxies for clients. A client understands and is granted the right to vote all proxies which are solicited for securities in their account. Any proxy solicitation received at the MarianFS home office

will not be acted on, so it is important that client requests that proxies be sent to their address of record on the custodian account application paperwork.

Confidential Relationship

All information and advice furnished by either party to the other, including their financial advisers, employees, directors, officers and shareholders shall be treated as confidential and not disclosed to third parties with the exceptions detailed in our Privacy Policy, or a requirement by law, or to assist federal or state securities regulators, or in the case of a mediation, arbitration or legal defense.

Taxes

You will be responsible for the payment of all taxes that may be due because of transactions in your account. MarianFS has not given and will not give you specific tax advice. MarianFS, generally, will not take into consideration any tax consequences before making our trading decisions. However, we will consider client taxable positions as it relates to our rebalancing trade decisions and when notified by the client to do specific tax lot selling.

Forces beyond Our Control

Neither the client nor MarianFS shall be responsible to the other for delays, errors, or a breach of this agreement because of circumstances beyond our control. These include but are not limited to cybersecurity risks, acts of civil or military authorities, technical problems with stock exchanges, technical problems with Charles Schwab & Co. Inc., or Fidelity Investments, or national emergencies such as tornadoes, hurricanes, floods, or other catastrophes, pandemics, epidemics, acts of God, insurrection, war, riots, delays of suppliers or failure of transportation systems.

Amendments or Modifications

MarianFS shall have the right to amend this agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment will be effective thirty (30) days after MarianFS notifies the client in writing of any such change. Amendments are effective after thirty (30) days with negative consent meaning that they go into effect at the end of thirty (30) days unless you object beforehand. Any amendment to this agreement does not have to be signed if a previous investment advisory agreement was signed with our firm.

Termination

This Agreement may be terminated at any time (including within 5 business days of entering into this agreement) without any penalty. You agree that any termination by MarianFS or you will not, however, affect the liabilities or obligations of the parties incurred or arising from transactions initiated under this agreement before such termination. Upon receipt of a termination notice by either MarianFS to client or client to MarianFS, our discretionary authority will cease or therefore MarianFS will no longer be obligated to recommend or take any action regarding your account or the holdings within. Any fees charged in advance will be refunded on a pro-rata basis for the remaining days in the calendar quarter upon which the termination occurred.

Assignment

No party may assign this agreement without the written consent of the other parties.

Governing Law

The laws of the state of the client's domicile will govern this agreement and its enforcement. Nothing herein will be construed in any manner inconsistent with the Investment Advisers Act of 1940, as amended, or any rule or order of the state of the client's domicile, the U.S. Securities and Exchange Commission, or ERISA, if applicable.

Discretionary Investment Management

The client acknowledges that MarianFS is a discretionary investment manager and will not contact client before placing trades in client's account or accounts that they are authorized to trade on the client's behalf. Any client account or accounts with positions that client wishes to be contacted beforehand regarding any Sell trades, the client should list these assets on Appendix B.

Solicitors

MarianFS does not pay solicitors for referring clients to our firm.

Consent to Electronic Delivery of Documents

The client hereby acknowledges and agrees to the receipt of documents via our client web portals. The client agrees to provide a valid email address for the purposes of gaining access to our client web portal. The client further agrees to notify us promptly if they change their email address. In the rare case that you do not have an email address, we can make an exception to mail documents to you. We reserve the right to charge a nominal fee for postage and handling. Mailing documents to you must be requested from your financial adviser.

ERISA Acknowledgments

Fiduciary Definition

Our firm meets the definition of Fiduciary as defined by the Department of Labor in ERISA 2510.3-21 and Internal Revenue Code 4975(e)(3) which are identical and described below.

A Fiduciary is defined in ERISA 2510.3-21 and IRC 4975(e)(3) as:

A person renders investment advice with respect to monies or other property of a plan or IRA if –

(1) Such person provides, directly to a plan, plan fiduciary, plan participant or beneficiary, IRA or IRA owner the following types of advice in exchange for a fee or other compensation, whether direct or indirect:

(i) A recommendation to buy, sell or take distribution from a plan or IRA.

(ii) A recommendation as to the management of securities in plan and if rolled to an IRA.

(iii) An appraisal, fairness opinion, or similar statement (verbal or written) if provided with a recommendation to buy, sell or take distribution from a plan or IRA.

(iv) A recommendation of a person who will receive a fee/compensation for any of the above.

(2) Such person, either directly or indirectly –

(i) Represents or acknowledges that it is acting as a fiduciary with respect to paragraph (1) above; or

(ii) Renders the advice pursuant to a written or verbal agreement that such advice is specifically directed to the advice recipient for consideration in making investment or management decisions with respect to securities or other property of the plan or IRA.

Fiduciary Acknowledgement

We are a Fiduciary as defined above for plans, plan participants, beneficiaries under Internal Revenue Codes 401, 403 & 501, and IRA's and beneficiaries described in Internal Revenue Code 408. We represent and acknowledge this fact to all prospective clients and existing clients as stated in (2)(i) and (ii) above.

MarianFS and its advisers will offer Prudent Investment Advice to Retirement Investors based on Impartial Conduct Standards while disclosing Material Conflicts of Interests.

Prudent Investment Advice Defined

Prudent Investment Advice is defined as investment advice that reflects 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 investment objectives, risk tolerance, financial circumstances, and needs of the Retirement Investor (i.e., 401(k) plan participant), without regard to the financial or other interests of the adviser, MarianFS, or any affiliate, related entity or party.

Retirement Investor Defined

Retirement Investor means a participant or beneficiary of a Plan subject to Title I of ERISA, or Section 4975(e)(1)(A) of the Internal Revenue Code (i.e., a 401(k)-plan participant), with the authority to direct the investment of assets in his or her Plan account or to take a distribution, or the beneficial owner of an IRA acting on behalf of an IRA, or a Retail Fiduciary (Plan Trustee or Employer).

Impartial Conduct Standards Defined

Impartial Conduct Standards are where MarianFS and its advisers provide investment advice in the Retirement Investor's best interest and will not recommend transactions that will result in more than reasonable compensation and will not make misleading statements to the Retirement Investor about recommended transactions.

Material Conflicts of Interest Defined

A material conflict of interest exists when our firm, MarianFS, or one of our advisers has a financial interest that a reasonable person would conclude could affect the exercise of its best judgment as a fiduciary in rendering advice to a Retirement Investor, prospective client, or existing client. Material conflicts of interest are disclosed in the Form ADV 2A of MarianFS and in the Form ADV 2B for its advisers. See those documents for further information regarding any material conflicts of interest.

CFP® Disclosure

Richard Mark Allison – License No. 046467

The CFP Board of Standards maintains a Code of Ethics and Standards of Conduct. This disclosure, together with Form ADV Parts 2A and 2B and the Privacy Policy, is intended to comply with those requirements. The CFP Board distinguishes between advice provided **with** and **without** financial planning; this disclosure follows that distinction.

Investment Management Services *Without* Financial Planning

Marian Financial Services, Inc. (“MarianFS”) offers discretionary investment management services for an assets-under-management (“AUM”) fee. Under this arrangement, MarianFS either acts as portfolio manager or outsources portfolio management to an unaffiliated registered investment adviser (“RIA”). In both cases, investment decisions are made and implemented without prior client approval. Clients grant MarianFS or the unaffiliated RIA limited power of attorney for trading authority.

MarianFS receives compensation based on the total assets managed in your account. As a result, MarianFS benefits financially when assets are added and its compensation decreases if assets are withdrawn. This creates an incentive for clients to maintain or increase account balances.

When MarianFS serves as portfolio manager, it retains 100% of the advisory fee. If an unaffiliated RIA is used, MarianFS shares the fee with that firm. This may present a conflict of interest if MarianFS recommends itself as portfolio manager. The fee charged by the unaffiliated RIA is included in the total fee charged by MarianFS. Clients are encouraged to request a proposal from any unaffiliated RIA for comparison purposes.

Additional information, including Form ADV Parts 2A and 2B, is available at <https://www.marianfs.com>.

Portfolio options available through MarianFS are limited to stocks, ETFs, and mutual fund portfolios managed by Mr. Allison. Unaffiliated RIAs may offer a broader range of investment strategies.

Investment Management Services *With* Financial Planning

MarianFS includes financial planning services at no additional cost for clients who engage MarianFS for investment management services. To receive financial planning services, clients must:

- Execute an Investment Advisory Agreement with MarianFS; and
- Link all asset and liability accounts to Right Capital® via their secure Client Portal.

Clients who do not meet these requirements are not eligible for financial planning services at no additional cost.

In limited cases, MarianFS may provide financial planning services only, using Right Capital®, for a negotiated annual flat fee ranging from \$600 to \$1,800. This fee may be higher or lower than the fee charged for managed portfolios and may present a conflict of interest.

The conflicts of interest described under *Investment Management Services Without Financial Planning* also apply to this service offering.

Insurance Licensing

Richard Mark Allison is **not licensed** as an insurance agent in any state. Clients requiring insurance services should work directly with a licensed insurance agent or their existing insurance provider.

Real Estate License Disclosure

Richard Mark Allison is a licensed Real Estate Sales Associate in the State of Florida (License No. SL 3177487), licensed since 2006. License information may be verified at <https://myfloridalicense.com>.

Mr. Allison may receive referral compensation for introducing clients to a real estate brokerage firm. Clients are under no obligation to accept such referrals and may work with any real estate professional of their choosing. If a referral fee is received, this constitutes additional compensation and may create a conflict of interest.

Estate Guru Relationship

Mr. Allison has a professional relationship with Estate Guru, a national attorney network that facilitates the preparation of estate planning documents, including wills, revocable trusts, and related documents.

Mr. Allison is **not an attorney** and does not provide legal advice. All legal documents are prepared by licensed attorneys selected by Estate Guru and licensed in the client's state of residence. MarianFS does not share advisory fees with Estate Guru or any attorney.

MarianFS may receive compensation for services related to data gathering, client meetings, document coordination, and notary services. This compensation typically ranges from \$250 to \$500, based on time commitment and the number of legal documents chosen by the Client. Clients are encouraged to compare the total cost of Estate Guru services, including MarianFS's fee, with the cost of engaging a local attorney. A Pricing Guide encompassing Estate Guru's plus MarianFS's fee is available at <https://marianfs.com> under the Disclosures section of our website.

Clients are not required to use Estate Guru to receive services from MarianFS and may engage any attorney of their choosing.

Conflict of Interest Statement

As part of an overall financial plan, the fact that Mr. Allison receives compensation from the sale of real estate purchases or sales referrals, then this means that:

- a) a conflict exists between your interests and the interests of Mr. Allison;
- b) you are under no obligation to act upon Mr. Allison's recommendations; and
- c) if you elect to act on any recommendations, then you are under no obligation to affect the transaction through Mr. Allison.

Client Acknowledgment

Client Acknowledgment

Client(s) acknowledges receipt of the MarianFS Form ADV 2A, 2B and this Investment Advisory Agreement including the CFP® Disclosure of Fiduciary Acknowledgement section above, plus our Privacy Policy.

If the client chooses a Separately Managed Account (SMA) from AssetMark, then the client acknowledges receipt of the SMA Client Account Agreement, Form ADV 2A, 2B, Form CRS and other disclosures.

Client(s) acknowledges the acceptance of these disclosures by their signature(s) on the page that follows this page and any attached appendices as applicable.