



# The Marin Group, Inc.

portfolio management • financial advisors

## INVESTMENT ADVISORY AGREEMENT

*To Whom It May Concern:*

*The Marin Group, Inc. (Marin) offers equity, mutual fund, fixed income and variable annuity tactical asset allocation/risk management services as described in the information that I have reviewed, including, but not limited to Part 11 of Form ADV and the MARIN Information Summary, and I wish to retain Marin to act as investment advisor with regard to such program.*

*I hereby retain Marin as investment advisor for my (our) account.*

CHECK  
APPROPRIATE  
BLANK(S)

- A.  Income Strategy
- B.  Growth and Income Strategy
- C.  Growth Strategy

Assets are to be placed under Marin's supervision as securities and/or cash separately listed, to manage same upon the basis of your goals in a manner calculated to achieve my personal investment objective as stated above, or as may be given to Marin in writing in the future. I warrant and represent to you that my personal objective above is consistent with my personal position and whatever personal financial information that I may choose to separately and confidentially furnish to you. I understand that the total shares and/or monies within the accounts listed herein and accounts put under (Marin) management in the future are to be managed pursuant to the terms of this Investment Advisory Agreement.

### **Custodianship: Investment Supervision Services**

*Charles Schwab Institutional will have sole physical custody of assets in my account, but Marin will have discretion as to all investment decisions within the account(s) or annuity contract selected.*

### **Advisory Fees**

*I understand that management fees are billed quarterly based on the valuation of the portfolio on the last business day of the quarter: .313% for the first \$100,000, .275% for the next \$250,000, .250% for the next \$650,000, .225 % for assets over \$1,000,000.*

*Advisory fees for the Income Plan are calculated at 50% of the above rates.*

*Marin retains the right to modify the above fee schedule with sixty (60) days' advance written notice.*

### **Termination and Rescission**

*Either Marin or I shall have the right to terminate this Agreement at any time, for any reason, upon giving at least 10 days written notice prior thereto to the other party.*

### **Exclusivity of Marin Services**

*It is understood that in order to provide its investment advisory services, Marin utilizes certain exclusive methods and analytical techniques, including, without limitation, Marin's tactical asset allocation/risk management system methods and techniques are of a confidential and proprietary nature. Any information which I obtain from Marin, which is identified as the product of Marin's proprietary methods and analytical techniques is to be used solely by Marin on my behalf.*

### **Agreement to Arbitrate**

*IT IS UNDERSTOOD THAT THE FOLLOWING AGREEMENT TO ARBITRATE DOES NOT CONSTITUTE A WAIVER BY THE UNDERSIGNED OF THE RIGHT TO SEEK A JUDICIAL FORUM WHERE SUCH A WAIVER WOULD BE VOID UNDER THE FEDERAL SECURITIES LAW. THE UNDERSIGNED AGREES, AND BY ACCEPTING AN ACCOUNT FOR THE UNDERSIGNED, MARIN AGREES, THAT ALL CONTROVERSIES WHICH MAY ARISE BETWEEN US, INCLUDING BUT NOT LIMITED TO, ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN US, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA. ANY DISPUTE HEREUNDER SHALL BE SUBMITTED TO ARBITRATION PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC. ANY ARBITRATION AWARD HEREUNDER SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. THE UNDERSIGNED UNDERSTANDS THAT THE UNDERSIGNED CANNOT BE REQUIRED TO ARBITRATE ANY DISPUTE OR CONTROVERSY NOT ARBITRABLE UNDER FEDERAL LAW. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO*

*ARBITRATE, THEREIN ELECTING THE ARBITRATION TRIBUNAL. IN THE EVENT THE UNDERSIGNED DOES NOT MAKE SUCH DESIGNATION WITHIN FIVE (5) DAYS OF SUCH DEMAND OR NOTICE, THEN THE UNDERSIGNED AUTHORIZES YOU TO DO SO ON BEHALF OF THE UNDERSIGNED.*

***NEW JERSEY RESIDENTS***

*Marin shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the client, except as may be authorized by regulations issued by the Chief of the New Jersey Bureau of Securities.*

**Applicable Federal and State Laws**

*This agreement shall be performed in accordance with requirements of applicable federal and state laws and the applicable rules and regulations adopted thereunder, to the extent that the agreements and undertakings of this Agreement are subject to such laws, rules and regulations.*

***Client's Name***

***Printed:*** \_\_\_\_\_

***Street or Mailing***

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

***City, State, Zip***

***Code:*** \_\_\_\_\_

***Dated:*** \_\_\_\_\_

***Signature:*** \_\_\_\_\_

***Signature:*** \_\_\_\_\_

***Signature:*** \_\_\_\_\_

***MARIN Acceptance:*** \_\_\_\_\_

***Dated:*** \_\_\_\_\_