

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the "Agreement"), dated on this ___th day of _____, 201_, is between the undersigned party,

Client Name	Email Address	Mailing Address

(herein referred to as the "Client") and Polaris Portfolios, LLC, a registered investment advisor, whose mailing address is 38 Maurice Road, Wellesley, MA 02482 (herein referred to as the "Advisor"). The Advisor shall provide the Client with investment advisory services via its brokerage account(s) established at the Client's designated custodian as listed in Item 4 of this Agreement (the "Account[s]"). This Agreement becomes effective on the date in which the Advisor receives the signed Agreement from the Client and remains in effect until terminated by either party in accordance with Item 11 of this Agreement. The terms and conditions of this Agreement are as follows:

1. Advisor Authority and Responsibilities. The Advisor shall have the power and authority to supervise and direct on a discretionary basis, the investments of and for the Account[s] of the Client, including the purchase and sale of any securities and instruments and any other transaction therein and, unless specifically directed otherwise in writing by the Client. The transactions in the Account[s] shall be made in accordance with the objectives of the Client as communicated to the Advisor.

Discretionary Authority – The Client grants the Advisor ongoing and continuous discretionary authority to execute its investment recommendations in accordance with the objectives of the Client as communicated to the Advisor, without the Client's prior approval of each specific transaction. Under this authority, the Client shall allow the Advisor to purchase and sell securities and instruments in this Account[s], arrange for delivery and payment in connection with the foregoing, and act on behalf of the Client in all matters necessary or incidental to the handling of the Account[s], including monitoring certain assets. Unless specifically directed otherwise in writing by the Client, the Advisor is not authorized to receive and vote proxies on issues held in the Account[s] and receive annual reports. All transactions in the Account[s] shall be made in accordance with the directions and preferences provided to the Advisor by the Client. The Client will execute instructions regarding the Advisor's trading authority as required by each custodian.

2. Client Authority and Responsibilities. The Client represents and confirms that the Advisor's engagement, pursuant to this Agreement, is authorized by the governing documents relating to the Client and that the terms of this Agreement do not violate any obligations by which the Client is bound. The Client agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute and deliver this Agreement. The Client also agrees to deliver such documents and other documents, including the written statement of the Client investment objectives, policies and restrictions, as the Advisor shall reasonably require. The Client further agrees to promptly deliver all amendments or supplements to the foregoing documents to ensure that the Advisor has current and accurate information regarding the Client's financial condition, needs and investment objectives. The Client agrees that the Advisor will not be liable for any losses, costs or claims suffered or arising out of the Client's failure to provide the Advisor with any documents required to be furnished hereunder. The Client warrants and represents that it owns all property deposited in the Account[s] and that no restrictions on disposition exist as to any such property.

The Client shall be responsible for all decisions concerning the voting of proxies for securities held in Client accounts. The Advisor will assist in answering questions relating to proxies, however, the Client retains the sole responsibility for proxy decisions and voting.

3. Expenses and Fees. The Client will pay the Advisor a monthly investment advisory fee at an annual rate of ____% {Select up to 0.75%}, payable in advance of each month, based on the fair market value of portfolio assets under management in the Account at the end of the preceding month. The investment advisory fees in the first month of the Agreement shall be prorated from the inception date to the end of the first month.

For accounts below \$5,000 the Advisor will cover the difference between the revenue generated from Polaris fees and FolioFN's \$50 fee.

Investment advisory fees are payable in advance of each month, based on the fair market value of portfolio assets

under management in the Account at the end of the preceding month. The investment advisory fees in the first month of the Agreement shall be prorated from the inception date to the end of the first month.

Fees are calculated based on the month-end security valuations as provided by the Client's designated Custodian (as noted in Item 4.). Investment advisory fees will be automatically deducted from the Client Account by the Custodian. The Advisor shall send an invoice to the Custodian indicating the amount of the fees to be deducted from the Client Account. Clients will receive independent statements from the Custodian no less frequently than quarterly.

Expenses related to the ordinary servicing of the Account, including custody fees, security transaction fees, and/or program fees shall be paid by the Client. Other non-ordinary fees or fees incurred at the direction of the Client shall be paid by the Client. Operating fees of mutual funds and other investment product fees are deducted from the asset value of those investments as defined in the prospectus of the sponsor for each product.

4. Custody and Brokerage Transactions. The Client has appointed Folio Institutional (the "Custodian") to take and have possession of the assets of the Account. At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds or securities.

Per the instruction of the Client, the Advisor will direct and place all orders for the execution of transactions with or through the Custodian, under the Client's independent, exclusive agreement with the Custodian. The Client shall be responsible for such brokerage expense as billed directly by the Custodian. The Client acknowledges that directing the brokerage activities solely to the Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable.

The terms of the custody/brokerage account, which contains the assets to which this Agreement pertains, shall be determined solely by and between the Client and the Custodian. The Advisor shall not be liable to the Client for any act, conduct or omission by the Custodian acting as broker-dealer or custodian. The Advisor shall not be responsible for ensuring the Custodian's compliance with the terms of the brokerage account and payment of brokerage or custodian charges and fees. The Client acknowledges that the Custodian will provide duplicate confirms and/or electronic access to the Advisor for all trades in the brokerage account(s). The Advisor is authorized and empowered to issue instructions to the Custodian and to request information about the brokerage account from the Custodian.

5. Aggregation. Based on the account ownership structure and independent agreements between the Client and the Custodian, the Advisor may or may not aggregate security trades with other accounts managed by the Advisor. The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account[s] with purchases and sales and other transactions in the same or similar securities or instruments of the same issuer or counterpart for other clients of the Advisor or with affiliates of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account[s] will be deemed to have purchased or sold its proportionate share of the instruments involved at the average price so obtained.

6. Confirmation of Trades. The Client and Advisor will direct that confirmations of any transactions effected for the Account[s] will be sent, in conformity with applicable law, to the Client with a copy to the Advisor.

7. Liability. The Client recognizes that investment recommendations made by the Advisor are opinions only and that the Advisor cannot guarantee any level of performance. All investments have a potential risk of loss that Client's must understand and be willing to bear before implementing any recommendations from the Advisor. It is further understood that neither the Advisor nor any of its employees are qualified to render legal services or prepare legal documents.

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Therefore, this agreement does not constitute a waiver of any Client's legal rights under common law or federal and state securities laws.

8. Conflicts of Interest. The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies of which any of the Advisor's, or affiliates of the Advisor's officers, directors, or employees are directors or officers, or companies in which the Advisor or any of the Advisor's affiliates or the officers, director and employees or any of them may have substantial economic interest, unless the Advisor either determines in good faith that it may appropriately do so without disclosing such conflict to the Client or discloses such conflict to the Client prior to rendering such advice or services with respect to the Account[s].

9. Non-Exclusive Advisory Services. It is understood that the Advisor performs investment advisory services for various clients. The Client agrees that the Advisor may give advice and take action with respect to any of its other clients which may differ from advice given, or the timing or nature of action taken, with respect to the Account[s], so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account[s] over a

period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall limit or restrict Advisor or any of its directors, officers, affiliates or employees from buying, selling or trading in any securities or other assets for its or their own account or accounts, and the Client acknowledges that the Advisor, its directors, officers, affiliates and employees, and other clients of the Advisor, may at any time acquire, increase, decrease or dispose of portions of investments which are at the same time being acquired, held or disposed of for the Account[s]. The Advisor will not have any obligation to initiate the purchase or sale, or to recommend for purchase or sale, for the Account[s] any security or other asset which the Advisor, its directors, officers, affiliates or employees may purchase, hold or sell for its or their own accounts or for the accounts of any other clients of the Advisor.

10. Reliance of Information. The Client understands that the Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation.

11. Termination and Cancellation. Neither the Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior consent of the other party. This Agreement may be terminated, at any time, by either party, by written notice to the other party. In addition, the Client may terminate within five (5) business days of signing this Agreement at no cost to the Client. After the five-day period, the Client will incur charges for bona fide advisory services rendered to the point of termination and such fees will be due and payable by the Client. Any un-earned, prepaid fees will be promptly refunded by the Advisor.

12. Governing Law Disputes. To the extent federal law does not apply to this Agreement, it shall be construed in accordance with the laws of the U.S. Securities and Exchange Commission.

13. Disclosures. The Advisor represents it is registered as an investment advisor, or exempt from such registration with the necessary securities commission[s] in accordance with applicable securities law[s]. The Client acknowledges receipt of the Advisor's Form ADV 2A ("Disclosure Brochure") and Form ADV2B ("Brochure Supplement[s]"), which contain information regarding the Advisor's services, fees, business practices and the background of its advisory person[s].

_____ **I have received the Advisor's Disclosure Brochure and Brochure Supplements.**

14. Privacy. The Client has received and reviewed a copy of the Advisor's Privacy Policy. Except as otherwise agreed in writing or as required by law, the Advisor will keep confidential all information concerning the Client's identity, financial affairs, and investments; provided, however, that the Client authorizes the Advisor to contact the Client's accountants, attorneys and other consultants as deemed necessary by the Advisor.

_____ **I have received the Advisor's Privacy Policy.**

15. Notices. Any notice given to a party in connection with this Agreement must be in writing and shall be effective upon receipt by the other party, if delivered to such party at either its mailing address or through email (at the email addresses provided in this Agreement or at a substitute email address provided by the respective party. By signing this Agreement, the Client hereby consents to communications from the Advisor via email without also receiving written copies from the Advisor. The Client may revoke this consent to email delivery at any time by providing advance written notice to the Advisor.

16. Entire Agreement and Amendment. This Agreement contains the entire agreement and understanding between the Client and the Advisor with respect to the subject matter hereof and supersedes all prior written agreements and understandings with respect hereto. This Agreement may only be amended or modified, and the terms hereof may only be waived, by a writing signed by all parties hereto or in the case of a waiver, by the party entitled to the benefit of the terms being waived.

By executing this Agreement, the parties acknowledge and accept their respective rights, duties, and responsibilities.

Client[s]:

Signature: _____

Legal Name: _____

Signature: _____

Legal Name: _____

Advisor: Polaris Portfolios, LLC

Signature: _____

Legal Name: _____

Title: _____