



Peacock Investment Worx LLC
A Registered Investment Advisor in Oregon
Investment Advisory Agreement

This Investment Advisory Agreement together with the schedules attached hereto, (collectively call the "Agreement"), is between Peacock Investment Worx LLC (the "Advisor"), a Registered Investment Advisor un Oregon Law and the Investment Advisors Act of 1940, the client (the "Client"), and is for one or more investment account(s) established on behalf of the Client (the "Account(s)"), in accordance with the following terms and conditions:

Advisor Authority. The Advisor shall have all power and authority necessary to supervise and direct the Account on the following basis:

_____ Non-Discretionary (Advisor will provide investment recommendations to Client.)

_____ Discretionary (Advisor will have the authority to execute its investment recommendations on behalf of the Client without the Client's approval for each specific transaction.)

Client Signature

Date

This authority shall include the authority to purchase and sell securities and instruments. All transactions in the Account shall be made in accordance with the written investment policy statement, sign by both the Advisor and the Client, and any written amendments or updates to the investment policy statement, signed by both the Advisor and the Client. The Advisor is not authorized to receive and vote proxies on issues held in the Account and receive annual reports affecting the account assets held in the Account.

Portfolio Monitoring and Control Procedures. In certain instances, advisory services will include or be limited to the monitoring of the performance of certain investment in the Client's Account. Advisor, in this capacity, may recommend changes, provide the Client with reports or other information and periodically review the suitability of the investment(s) for the Client. The Client will be provided, at least quarterly, a list of all assets held in the account, asset values, and all transactions affecting the account assets including

any additions, disposals, or withdrawals.

Client Authority. If the Client is not a natural person, the Client represents that it is authorized to enter into this Agreement and agrees to deliver to the Advisor all account forms and corporate resolutions or similar documentation evidencing the undersigned's authority to execute this Agreement. The Client also agrees to deliver such organizational documents, including the written statement of the Client's investment objectives, policies, and restrictions as the Advisor shall reasonably require. 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 the property deposited in the Account and that no restrictions on disposition exist as to any such property.

Investment Expenses and Fees. All brokerage commissions, stock transfer fees, ticket charges, and other similar charges incurred in connection with transactions for the Account will be paid out of the assets in the Account and are in addition to the investment management fees paid to the Advisor.

Investment Advisor Fees. Compensation to the Advisor for its services will be calculated in accordance with the accompanying Schedule B, which may be amended from time to time by the Advisor upon 30 days prior written notice to the Client. Such fees may be paid directly to the Advisor from the Account(s) by the Custodian upon submission of an invoice to the Custodian showing the amount of fees, the value of the Client's assets on which the fees are based, and the specific manner in which the fees are calculated. Payment of fees may result in the liquidation of the Client's securities if there is insufficient cash in the Account. Copies of the fee invoices will be mailed to the Client as required. Client may be required to pay, in addition to the Advisor's investment advisory fee, any related fees or charges imposed by mutual funds.

Broker-Dealer Recommendations. The Advisor will use its discretion in recommending the broker-dealer and therefore the commissions charged, and will generally seek "best execution". In selecting or recommending a broker-dealer, the Advisor will comply with its fiduciary duty to obtain best execution and with the Securities Exchange Act of 1934 and will take into account such relevant factors as (a) price, (b) the broker-dealer's facilities, reliability and financial responsibility, (c) the ability of the broker-dealer to effect transactions, particularly with regard to such aspects as timing, order size and execution of order, (d) the research and related brokerage services provided by such broker-dealer to the Advisor, notwithstanding that the Account may not be the direct or exclusive beneficiary of such services, and (e) any other factors the Advisor considers to be relevant.

Peacock Investment Worx LLC uses Shareholder Services Group and TradePMR for custody and broker-dealer services. Peacock Investment Worx LLC reserves the right, and in their sole discretion, to change custodians and broker-dealers as deemed appropriate.

Aggregation. The Advisor is authorized in its discretion to aggregate purchases and sales and other transactions made for the Account with purchases and sales and other transactions in the same or similar securities or instruments for other clients of the Advisor. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained. Stock exchange regulations may in certain instances prevent the executing broker-dealer from delivering to the Account a confirmation slip with respect to its participation in the aggregated transaction and, in such event, the Advisor will advise the Client in writing of any purchase or disposition of securities or instruments for the Account with respect to any such aggregated transaction.

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

Indemnity and Liability. The Advisor will use its best judgment and good faith efforts in rendering services to the Client. The Advisor cannot warrant or guarantee any particular level of Account performance, or that the Account will be profitable over time. No every investment decision or recommendation made by the Advisor will be profitable. The Client assumes all market risk involved in the investment of Account assets under this Agreement and understands that investment decisions made for this Account are subject to various market, currency, economic, political, inflation, reinvestment, and business risks. Except as may otherwise be provided by law, the Advisor will not be liable to the Client for (a) any loss that the Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Advisor with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use, (b) any loss arising from the Advisor's adherence to the Client's instructions, or (c) any act or failure to act by a custodian of the Client's Account. Nothing in this Agreement shall relieve the Advisor from any responsibility or liability the Advisor may have under state or federal statutes.

Third-Party Money Manager/Sub-Advisor Relationships. The Advisor may, on occasion, recommend that all or a portion of the assets in the Client's Account be managed by a third-party money manager or sub-advisor. Third-party money manager or sub-advisory fees will be paid by the Advisor from its advisory fees. In all discretionary accounts, except to the extent the Client directs otherwise, the Advisor is authorized to use its discretion in selecting or changing a sub-advisor and/or outside money manager to the Account without prior notice to the Client. The Client may be required to execute a limited power of attorney with a money manager or sub-advisor selected by the Advisor under this section.

No Liability for Custody of Assets. The Client acknowledges that the Advisor is only deemed to have custody of client assets for the sole purpose of debiting advisory fees. Because the Advisor otherwise does not (directly or indirectly) have authority to obtain possession of clients funds or securities for any other purpose, the Client agrees that the Advisor shall have no liability to the Client for any loss or other harm to any property in the Account, including any harm to any property in the Account resulting from the insolvency of the custodian or any acts of the agents or employees of the custodian and whether or not the full amount or such loss is covered by the Securities Investor Protection Corporation ("SIPC") or any other insurance which may be carried by the custodian. The Client understands that the SIPC provides only limited protection for the loss of property held by a broker-dealer.

Conflicts of Interest. The Client agrees that the Advisor may refrain from rendering any advice or services concerning securities of companies in which any of the Advisor's principals or employees 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. Advisor has discretionary authority to purchase, on the Client's behalf, mutual funds that pay 12b-1 fees or administrative fees that can be applied toward research or they can reduce custodial and transaction fees the Advisor might otherwise pay.

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 or for itself which may differ from the advice given, or the timing or nature of the action taken, with respect to the Account. Transactions in a specific security may not be accomplished for all clients' accounts at the same time or the same price. Nothing in this Agreement shall limit or restrict the Advisor or any of its directors, members, officers, affiliates, or employees from buying, selling, or trading in any securities or other assets for its own or their own account or accounts, and the Client acknowledges that the Advisor, its directors, members, officers, affiliates, and employees, and other clients of the Advisor, may at any time acquire, increase, decrease, or dispose of portions of investment which are at the time being acquired, held, or disposed of for the Account.

Reliance on 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 any information furnished, provided, or prepared by the Client or on its behalf, without further investigation.

Termination and Cancellation. This Agreement will terminate automatically if it is assigned (as such term is defined in the Investment Advisors Act of 1940 and the rules there under) by the Advisor without prior written consent of the Client. This Agreement may be terminated at any time by either party by providing written notice to the other party. Any prepaid investment advisory fees will be refunded according to the terms outlined in Schedule B – Investment Advisory Fee Schedule.

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 State of Oregon.

Receipt of Form ADV. The Client, or the Client's representative, acknowledges receipt of Part II of the Advisor's current Form ADV. The Client may terminate this Agreement within five (5) days of executing the same unless Part II of Form ADV was delivered to the Client no less than 48 hours prior to such execution. In the event that the Client terminates within such five (5) day period, the Client will be at risk for any investment action taken by the Advisor with respect to the Account prior to receipt of notice of termination.

Confidential Relationship. All information and advice furnished by either party to the other or the other's agents and employees in connection with this Agreement will be treated as confidential and will not be disclosed to third parties except as required by law. The Client authorizes the Advisor to disclose to the custodian any information the Advisor deems necessary in connection with the Advisor's performance of its obligations and duties hereunder.

Notices. Unless otherwise specified herein, all notices, instructions, and any advice with respect to security transactions or any other matters contemplated by this Agreement, will be deemed duly given when received in writing by the Advisor at the Advisor's current address as set forth in Form ADV Part II, or when deposited by first-class mail addressed to the Client to the address specified below or at such other address as the Client may specify in a notice similarly given.

Mediation; Arbitration. Any controversy or claim, including but not limited to claims arising out of alleged errors and omissions relating to the Advisor's obligations under this Agreement or out of alleged breaches of this Agreement, will be settled first by mediation, and then, if mediation is unsuccessful, by arbitration in accordance with the Code of Commercial Arbitration of the American Arbitration Association. Any such arbitration will be held in Salem, Oregon. Notwithstanding the foregoing, nothing in this Section will constitute a waiver of any right the Client may have to choose a judicial forum to the extent such a waiver would violate applicable law.

Entire Agreement. This Agreement states the entire agreement between the parties relating to the subject matter hereof. All prior or contemporaneous agreements between the parties will be merged herein and superseded hereby.

Multiple Accounts. This Agreement shall apply to any subsequent or additional accounts opened by the Client with the Advisor or if a joint account, by any one of the Clients in the Account as if a separate agreement was executed for each new account.

IN WITNESS WHEREOF, the undersigned, being duly authorized, has signed this Agreement as of the _____ day of _____, 20____.

Peacock Investment Worx LLC

By:

Title

The Client

Signature

Printed Name

Signature

Printed Name

Address, City, State, Zip Code

Phone Number & Email Address

Attachments:

Schedule A – Trading Authorizations

Schedule B – Investment Advisory Fee Schedule

Schedule A
Peacock Investment Worx LLC
Trading Authorizations

Client

To Whom It May Concern:

This is to confirm the appointment of Peacock Investment Worx LLC ("Advisor") as the Investment Advisor to supervise, manage, and direct the investment of the above-referenced account(s) ("Account") with authority as agent and attorney-in-fact on behalf of the Account(s). The Advisor is authorized to: a) determine to purchase, sell, invest, reinvest, exchange, convert, trade in, and otherwise deal with the assets in the Account(s), and b) to place all orders for the purchase or sale of portfolio securities for the Account(s) with or through brokers, dealers, or issuers selected by the Advisor or designated by the Client.

It is further understood that the Advisor may deliver to any securities brokerage firm executing transactions on behalf of the Account(s), or to the custodian for the Account(s), a copy of this document as evidence of its authority to act for and on behalf of the Account(s).

Very truly, yours,

Client Signature

Date:_____

Printed Name

Client Signature

Date:_____

Printed Name

Schedule B

Peacock Investment Worx LLC

Investment Advisory Fee Schedule

In consideration of the Advisor's services provided hereunder, the Client will pay the Advisor a quarterly fee at the beginning of each quarter, with payment due within 10 days of invoicing. The fee will be equal to the annual percentage rate as listed below based on the Account(s)'s net asset value at the end of the previous quarter. If the Account(s) is closed during the quarter, the quarterly fee will be refunded based on the number of day remaining in the quarter.

Minimum annual fee: \$1,000 per client (billed \$250 per quarter)

1.00% for client assets ranging from \$1 to \$1,000,000

0.75% for client assets ranging from \$1,000,001 to \$3,000,000

0.50% for client assets ranging from \$3,000,001 to \$5,000,000

0.35% to 0.50% for client assets over \$5,000,000 based on negotiation

Fee example: a \$100,000 client account would be charged an **annual fee** of \$1,000 ($\$100,000 \times 1\%$). The advisory fees are billed by invoice at the beginning of each quarter and in this example the quarterly withdrawal would be \$250 ($\$100,000 \times 1\% \times \frac{1}{4}$). The Client may choose to pay the invoice via check, credit card, or PayPal or the Client may choose to have the quarter fees withdrawn directly from their Account(s) by the custodian on behalf of Peacock Investment Worx LLC.

The net asset value of the Account(s) shall be determined by the Advisor in good faith at the close of the New York Stock Exchange (the "Exchange") on the last business day of each quarter. For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued as of the closing date occurring during the quarter preceding the fee period. In the case where the closing date is not a regular business day of the New York Stock Exchange, the net asset value will be computed as of the last prior business day of the Exchange.

For purposes of determining value, securities and other instruments traded on a market for which actual transaction prices are publicly reported shall be valued at the last reported sale price on the principal market in which they are traded (or, if there shall be no sales on such date, then the mean between the closing bid and asked prices on such day), other readily marketable securities and other instruments shall be priced using a pricing service or through quotations from one or more dealers, and all other assets shall be valued at fair value by the Advisor whose determination shall be conclusive. The Advisor may modify the terms in this Schedule prospectively on at least 30 days prior written notice. Fees are generally negotiable.

Client Initials