

**OARSMAN CAPITAL, INC.**  
**DISCRETIONARY ASSET MANAGEMENT SERVICES AGREEMENT**

This Agreement for asset management services is made between \_\_\_\_\_ ("Client") and Oarsman Capital, Inc. ("Adviser"). Client hereby retains Adviser to perform asset management services for the Client's account ("Account") on the terms specified herein.

1. **SERVICES OF ADVISER.** Adviser shall invest with full discretionary authority of Client, the securities, cash and/or other assets held in Client's Account with the custodian designated by Client with due regard for the investment policies and restrictions Client may hereinafter impose by written notice to Adviser. Investments may be made in securities of any kind, including but not limited to common or preferred stocks, open- and closed-end mutual funds, exchange-traded funds (ETFs), options, warrants, rights, corporate, municipal or government bonds, notes or bills ("securities"). All or a portion of the Account may be held in cash or cash equivalents including securities issued by money market mutual funds.

In connection with advisory services being provided to Client, Adviser is entitled to rely on the Client background and investment objective information provided by Client to Adviser. Client agrees to inform Adviser in writing of any material change in Client's circumstances which might affect the manner in which Client's assets should be invested and provide Adviser with any such information as it shall reasonably request. Client also agrees to give Adviser prompt written notice if Client deems any investment or recommendation made for the Account to be in violation of Client's investment policies or restrictions or otherwise inappropriate. If Client so requests, Adviser will consult with Client as to the investment policies which Adviser believes to be appropriate for the Account.

Client acknowledges and understands that Adviser does not guarantee any investment or recommendation made for Client's Account.

2. **REPORTS.** Client will provide, or instruct the custodian of the Account or trustee to provide, Adviser with such periodic reports regarding the status of the Account as Adviser may request. Adviser will provide Client (or Client's designated agent) with such reports concerning the investment status of the Account as Client may reasonably request. All clients will receive trade confirmations and monthly statements directly from their custodian.

3. **SERVICES TO OTHER CLIENTS.** Client understands that Adviser performs investment advisory services for a variety of clients. Client agrees that Adviser may give advice and take action with respect to any of Adviser's other clients which may differ from advice given or the timing or nature of action taken with respect to the Account, so long as it is Adviser's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Client understands that, notwithstanding Adviser's policy of allocating investment opportunities among clients on a fair and equitable basis, transactions in securities effected on behalf of Adviser's clients from whom Adviser has discretionary trading authority may be effected prior to the time when recommendations for transactions in the same securities are communicated to clients who have not given Adviser such trading authority. Client further understands that Adviser shall not have any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Adviser, Adviser's principals, affiliates, or employees may purchase or sell for the account of any other client or for Adviser or their own accounts, if in Adviser's opinion such transaction or investment appears unsuitable, impractical, or undesirable for the Account.

4. **CONFIDENTIAL RELATIONSHIP.** All information and advice furnished by either party to the other hereunder including respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law or as agreed by the parties.

5. **TRADING AUTHORIZATION.** Client hereby grants Adviser complete, unlimited discretionary trading authorization and appoints Adviser as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization, Adviser may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade in the securities and other investments in the Account on such markets, at such prices and at such commission as Adviser believes to be in the best interest of the Account. Adviser shall also have authority to arrange for delivery and payment in connection with transactions for the Account, and act on behalf of the Client and in all other matters necessary or incidental to the handling of the Account. This authorization does not grant Adviser permission to take delivery or possession of Client's funds or securities. Client acknowledges Adviser will not be responsible for any loss

or liability incurred by reasons of any willful or negligent action or failure to act on the part of Client's custodian or broker.

This trading authorization is a continuing one and shall remain in full force and effect until terminated by Client or Adviser pursuant to the provisions of this Agreement. The termination of this authorization will constitute a termination of the Agreement.

6. **EXECUTION SERVICES.** Unless directed by Client in writing, Adviser may establish, maintain, and deal through accounts with one or more securities brokerage firm(s) as the Adviser may select to effect purchases or sales of securities as agent for the Account including those brokerage firms that from time to time may furnish to the Adviser "brokerage and research services" (within the meaning of Section 28(e) of the Securities Exchange Act of 1934, as amended). In selecting broker-dealers, Adviser may consider investment and market information, and other research, such as economic, securities and performance measurement research provided by such broker-dealers and the quality and reliability of brokerage services, including execution capability, performance and financial responsibility, as well as price. Client acknowledges and agrees that under some circumstances the broker-dealer compensation Adviser pays may exceed the compensation that could be obtained from another broker or dealer, particularly if such other broker or dealer does not furnish research or other services to Adviser. Client acknowledges and agrees that Adviser may aggregate orders with other clients consistent with its duties of best execution and understands and agrees that the costs for any individual account, including the Account, may not be reduced because of allocation procedures such as aggregate share pricing.

Adviser shall instruct all brokers and dealers executing orders on behalf of the Account to forward to Adviser, custodian, and/or trustee copies of all confirmations promptly after execution of transactions. Adviser shall not be responsible for any loss incurred by reason of any act or omission of any broker or dealer or Account custodian.

Adviser will also issue such instructions to the Account custodian or trustee as Adviser may deem appropriate in connection with the settlement of portfolio transactions. Adviser's instructions shall be made orally and confirmed in writing sent by first-class mail as soon as practicable thereafter. Adviser is not authorized to direct delivery of securities or payment to Adviser or to direct any disposition of securities or cash from the Account except to the Client or brokers and dealers in settlement of security purchases and sales.

Client agrees and understands that directing Adviser to place orders with a specific broker-dealer will result in Adviser not exercising discretion in selecting other broker-dealers on a trade-by-trade basis. Thus, Client may not receive any benefit from research available from other broker-dealers in return for business, or any benefit which could result from Adviser's batching orders for client (orders combined with those of other Clients for the purpose of obtaining better price or execution from another broker-dealer), or otherwise obtain best price and execution of transactions.

7. **TERMINATION OF ASSET MANAGEMENT SERVICES.** This Agreement may be terminated at will by Client or Adviser upon 30 days advance written notice by either party to the other.

Termination of this Agreement will not, however, affect the liabilities or obligation of the parties under this Agreement with respect to transactions prior to such termination. Upon termination, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other investments in the Account. Upon termination, it shall be the Client's exclusive responsibility to issue instructions in writing regarding the disposition of assets held in the Account and Client is responsible for providing Adviser with the name of another custodian at the time this Agreement is terminated.

8. **ASSIGNMENT.** No party hereto may assign, convey or otherwise transfer any of its rights, obligations or interests herein without the prior express written consent of the other party. This Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

9. **PROXIES.** Oarsman Capital will vote proxies and respond to legal notices received concerning securities held in the Account only when instructed by Client to do so in the Account Custodial application documents.

10. **SECURITIES LITIGATION.** Oarsman Capital has engaged the services of Chicago Clearing Corporation (CCC) to handle all securities class-action litigation monitoring and filings. In doing so, Oarsman Capital is required to provide private information with CCC to assist with the class-action suit research. You have the option to OPT-OUT of this service. By choosing to OPT-OUT, CCC will not monitor or file any class-action suit on your behalf and you will remain entitled to pursue any securities claims yourself. Check here if you wish to OPT-OUT \_\_\_\_\_

11. **ENTIRE AGREEMENT.** This Agreement contains all the understandings, representations, warranties and covenants between the parties relating to the matters referred to herein, supersedes any arrangements previously entered into between them with respect thereto, and unless otherwise provided herein, can be amended only by a written supplement duly executed on behalf of the respective parties. If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.

12. **CAPACITY.** If this Agreement is entered into by a trustee or other fiduciary, such trustee or fiduciary represents that the Adviser's program is within the scope of investments authorized pursuant to any applicable plan, trust and/or applicable law and that he is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into this Agreement and agrees to provide such supporting documentation as may be required by Adviser. Client warrants that securities delivered to Client's custodian are free of any encumbrances, including constructive liens. If Client is a corporation, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client undertakes to inform Adviser, as applicable, of any event which might affect the authority or the propriety of this Agreement.

13. **GOVERNING LAW.** The validity of this Agreement and of any of its terms, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Wisconsin, provided that nothing herein shall be construed in any manner inconsistent with the Investment Advisers Act of 1940 or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder, or of any state.

14. **DISCLOSURE RECEIPT.** *(Please check appropriate paragraph)*

\_\_\_\_\_ Client acknowledges receipt of Adviser's Disclosure Statement (which may be a copy of Part II of Adviser's Form ADV or a separate written document containing the information required by such Part II), as required by Rule 204-3 under the Investment Advisers Act of 1940, not less than 48 hours prior to the date of execution of this Agreement shown below.

\_\_\_\_\_ Client acknowledges receipt of Adviser's Disclosure Statement less than 48 hours prior to, but not later than, the date of execution of this Agreement. Accordingly, Client shall have the option to terminate this Agreement without penalty within five business days after that date of execution; provided, however, that any investment action taken by Adviser with respect to the Account prior to the effective date of such termination shall be at Client's risk.

15. **FEES.** Client agrees to compensate Adviser for its asset management services on a quarterly basis, in advance, in accordance with the following fee schedule:

	<u>Annual Rate</u>	<u>Quarterly</u>
First \$500,000	1.0%	.250%
Next \$500,000	0.8%	.200%
Next \$2 million	0.7%	.175%
Next \$2 million	0.6%	.150%
Over \$5 million	0.5%	.125%

Fees charged by Adviser may be negotiated and vary from Client to Client for similar services. Fees will be billed in advance on a calendar-quarter basis and at a rate of one-quarter of the annual fee. Fees are based upon the market value of the Account as of the last business day of the prior quarter. For purposes of valuing assets under this Agreement, the following and other related accounts may, at the discretion of Adviser, be combined and the net fee due from each account apportioned on a pro-rata basis among the accounts so combined: separate accounts of an individual, his or her spouse and close relatives of each, their minor children, trusts established on behalf of any of them, any corporation, partnership, association or similar organized group in which any of the foregoing hold a controlling interest, all profit sharing, pension and other retirement trusts and all funds and foundations maintained by a corporation, partnership or other entity, and their direct affiliates. The fee for any period which is less than a full quarter shall be prorated. No adjustment or refund will be made with respect to partial withdrawals by Client during any fee period. Adviser and Client agree that Adviser may amend its fee schedule with 30 days advance written notice to Client. Client hereby authorizes Adviser to bill the Account custodian for all fees due Adviser so the Account may be debited accordingly.

16. **CONSENT TO ELECTRONIC DELIVERY OF CLIENT COMMUNICATIONS.** To provide more efficient delivery of documents relating to your Oarsman Capital investment portfolio, *we offer you the option of receiving account, disclosure and other documents electronically.* Please note this option relates only to communications originated by Oarsman Capital, not by your account custodian (e.g., Charles Schwab, TD Ameritrade). To allow electronic delivery, please read the following paragraphs, provide your email address, and initial below.

You consent to electronic delivery of documents for all accounts related to you. You understand that any documents delivered electronically will not be delivered in paper form via mail, unless you specifically ask us to do so. You further understand that electronic delivery will expose documents that may contain personal, confidential information to the normal risks associated with sending information by e-mail.

We will provide electronically delivered documents by e-mail to the address you provide below. If your e-mail address changes, you agree to provide the new address to us. If we are unable to notify you electronically, we may, in our sole discretion, discontinue electronic delivery and send all documents to you in paper form.

There is no charge from us for electronic delivery, but online access and usage charges by your internet service provider may apply. Other than being able to access your e-mail account, there is no additional hardware requirement needed for document delivery. Electronically delivered documents will generally be in Adobe Acrobat format and require a device that is able to read that format; a free version of Adobe Acrobat Reader is available at [www.adobe.com](http://www.adobe.com).

If you indicate your consent, electronic delivery will remain in effect unless revoked by us or by you. You may revoke your consent at any time by calling us at 414-221-0081, or in writing at 759 North Milwaukee Street, Milwaukee, Wisconsin 53202. If you revoke your consent to electronic delivery, you will receive future documents in paper form sent to the address of record for your account(s).

***To signify consent to electronic delivery, each account owner, co-owner or trustee must initial below.***

I/we consent to the electronic delivery of client communications (initial): \_\_\_\_\_

The email address to which electronic communications should be directed is: \_\_\_\_\_

17. **SIGNATURES**

Date contract is signed: \_\_\_\_\_

<p><b>CLIENT:</b></p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Please Print Authorized Signature</p>
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<p><b>CLIENT:</b></p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Please Print Authorized Signature</p>
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<p><b>OARSMAN CAPITAL, INC.:</b></p> <p>_____</p> <p>Authorized Signature</p> <p>_____</p> <p>Please Print Authorized Signature</p>
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<p><b>OARSMAN CAPITAL, INC.:</b></p> <p>_____</p> <p>Reviewed &amp; Approved by:</p> <p>_____</p> <p>Date</p>
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