



INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (the “Agreement”), dated on this ___ day of _____, 2024, between the undersigned party,

Client Name	Address

(herein referred to as “Client”), and Bankoh Investment Services, Inc., a registered investment advisor, whose mailing address is: 130 Merchant Street, CC #475, Honolulu, HI 96813 (herein referred to as “Advisor”). The Advisor shall provide Client with investment advisory services in respect of certain assets of Client held in a brokerage account(s) established at Client’s designated custodian(s) as referenced 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 Client. The terms and conditions of this Agreement are as follows:

1. Advisory Services. Client appoints the Advisor, and Advisor accepts appointment, as a **non-discretionary** investment advisor, as provided for hereunder. Client will furnish the Advisor with current and accurate information regarding the Client’s personal goals, investment objectives, financial situation, and risk tolerance, as well as any other information as the Advisor may from time to time reasonably request. Based upon the information provided by Client, Advisor will formulate a recommended investment portfolio (the “Recommended Portfolio”) for consideration by Client. In constructing the Recommended Portfolio, Advisor will consider only investment strategies, platforms and products that are: i) made available to Advisor’s clients through a managed account platform (the “Platform”) administered and managed by Envestnet Asset Management, Inc. (the “Platform Manager”); and ii) managed by investment manager(s) independent of Advisor (the “Investment Manager(s)”). The scope of the advisory services for which Client engages Advisor excludes consideration of other Platforms, Platform Managers and investment options.

If Client chooses to follow Advisor’s recommendation, Client will enter into a Statement of Investment Selection (the “SIS”) that will authorize Platform Manager to invest Client’s Account(s) consistent with the Recommended Portfolio. By entering into the SIS with the Platform Manager, Client agrees that it will grant to Platform Manager full discretionary authority to: i) invest and reinvest the assets in the Account(s) consistent with the composition of the Recommended Portfolio; and ii) retain other Investment Manager(s) with respect to the management of all or a part of the Account(s) over which such Investment Manager(s) have been granted investment discretion by the Platform Manager.

Advisor will monitor the Account(s) on a **non-discretionary** basis to verify that it is being managed in accordance with the investment objectives formulated by Advisor on the basis of the information provided by Client to Advisor. As Advisor does not have investment discretion, Advisor will not be responsible for voting proxies on behalf of Client Account(s). Proxy voting responsibility will be agreed to between Client and Platform Manager pursuant to the SIS.

Advisor and its Financial Advisors will act as fiduciaries with respect to the investment advisory services subject to the Agreement. Unless otherwise agreed to in writing, the advisory services subject to this Agreement are limited to the recommendation of the Recommended Portfolio, including the asset allocation model and Investment Manager(s) to populate the model, and investment management services including periodic review of Client Account(s) as described in Advisor’s Disclosure Brochure (Form ADV Part 2A. The Advisor will provide these services in a manner that is in the best interest of the Client and consistent with its fiduciary duty; to act with the degree of diligence, care and skill that a prudent person rendering similar services would exercise under similar circumstances; and under the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the “Advisers Act”) and, if applicable, the Employee Retirement Income Security Act (“ERISA”), and the Internal Revenue Code Section 4975 (the “standard of care”).

Advisor will act solely in the interest of the Client at the time of the recommendation; will not cause the Advisor, its affiliates or related entities, to receive compensation for their services that would exceed reasonable compensation within the meaning of ERISA and Internal Revenue Code Section 4975; and will not make any statements about the recommended transaction, fees and compensation, material conflicts of interest, and any other matters related to the Client’s investment decisions, that are misleading at the time such statements are made.

You acknowledge that while the Advisor and Financial Advisors have a fiduciary relationship with you with respect to the advisory services, this fiduciary relationship does not extend to any services or products the Advisor or Financial Advisor provides to you outside of the advisory services subject to this Agreement, unless specified in a separate advisory agreement. The advisory services subject to this Agreement do not include the support provided by the Advisor and its Financial Advisors in connection with the Client's engagement of the Platform Manager, Investment Managers, Custodian and Broker (collectively, "Service Providers") for services to the Account. The Client agrees that, unless otherwise provided in writing, these Service Providers are not fiduciaries to the Client and that the Client's direct and indirect use of services provided by these vendors is subject to terms and conditions which limit (or eliminate) the circumstances and degree of any vendor's liability to the Client or the Advisor.

2. Client Authority and Responsibilities. Client represents and confirms that Client is duly authorized to enter into this Agreement and the terms of this Agreement do not violate any obligations by which Client is bound. If Client is a corporation or other legal entity, transactions and agreements, if any, that Client directs Advisor to enter into with a counterparty on Client's behalf pursuant to this Agreement will not violate Client's documents, any law, rule, order or judgment binding on Client, or any contractual restriction binding on or affecting Client or Client's properties and that no governmental or other notice or consent is required in connection with the execution, delivery or performance of this Agreement or of any agreements governing or relating to Client's obligations. Client agrees to deliver to Advisor all Account forms, powers of attorney, corporate resolutions, and/ or other requested documentation evidencing Client's authority to execute and deliver this Agreement. Client also agrees to deliver such organizational documents and other documents, including the written statement of Client investment objectives, policies and restrictions, as Advisor shall reasonably require. 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 Client's financial condition, needs and investment objectives. Client agrees that Advisor will not be liable for any losses, costs or claims suffered or arising out of Client's failure to provide Advisor with any documents required to be furnished hereunder. 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 may be able to impose certain restrictions on the Account(s), subject to the approval of the Platform Manager and Investment Manager(s).

3. Expenses and Fees. Client will pay the Advisor a quarterly Investment Advisory Fee, payable in advance of each quarter, based on the closing market value of portfolio assets under management in the Account(s) at the end of the preceding quarter. The Investment Advisory Fees in the first quarter of this Agreement shall be prorated from the inception date to the end of the first quarter.

The Advisor's Investment Advisory Fees are based on the following schedule:

Assets Under Management (\$)	Annual Rate (%)
Up to \$500,000 *	1.00%
Next \$500,000	0.85%
Next \$1,000,000	0.70%
Next \$3,000,000	0.60%
Over \$5,000,000	0.50%

* Minimum relationship size of \$100,000.

By entering into the SIS with the Platform Manager, Client will authorize Platform Manager, on behalf of Client, to agree to additional advisory, platform and/or related fees ("Additional Fees"), if applicable, which may include additional fees payable to the Investment Manager(s). Client acknowledges and agrees that if Additional Fees are required, the total fees may result in a higher overall fee than the fees set forth in this Item 3. Client acknowledges and agrees that the Platform and/or Additional Fees may increase or decrease over time due to changes in asset levels, program services and/or change in Investment Manager(s) or fee schedules, which are out of the control of the Advisor. Client will authorize Platform Manager in the SIS to consent to such changes on behalf of Client.

Investment Advisory Fees are calculated based on quarter-end security valuations, as provided by Client's designated Custodian (as noted in Item 4 and detailed on Schedule B). Investment Advisory Fees and any Additional Fees will be calculated by the Platform Manager and automatically deducted from Client Account(s) by the Custodian for credit to the Advisor or such other party, as applicable. In the absence of manifest error, Client directs Advisor to rely upon Custodian's valuation of the Account, and Platform Manager's calculation of Advisory Fees and instruction to Custodian to pay such amount to Advisor, without further

verification. Clients will receive statements from the Custodian no less frequently than quarterly. The Client acknowledges that it is Client's responsibility to verify the accuracy of the calculation of the Investment Advisory Fees and Additional Fees, if applicable, and that the Custodian will not determine whether these fees are accurate or properly calculated. Client acknowledges and agrees that the Platform Manager or Investment Manager(s) may instruct the Custodian to liquidate certain investments in the Account(s), if the value of any unencumbered cash in the Account(s) is insufficient to cover any unpaid Investment Advisory Fees or Additional Fees.

Investment Advisory Fees generally include the security transaction fees, Platform fees and Investment Manager(s) fees for the Account(s). Security transaction fees for Client-directed trades or restrictions may result in additional transaction costs to Client at the Custodian's current securities transaction fee rates. Other expenses related to the ordinary servicing of the Account(s), if applicable, including wire transfers, small account fees, IRA fees, and other related fees shall be paid by Client. These fees are based on Client's separate agreement(s) with Client's designated Custodian (as designated in Item 4) or through the SIS. Other non-ordinary fees or fees incurred at the direction of Client shall be paid by Client. Operating fees of mutual funds or exchange-traded funds and other investment product fees are deducted from the asset value of those funds or products as defined in the prospectus or other offering document for each such fund or product.

The Advisor shall not be compensated on the basis of a share of capital gains realized upon sale of securities or capital appreciation of the funds in which Client is invested. The Advisor may modify the terms in this Item 3 prospectively on at least 30 days prior written notice to Client.

4. Custody and Brokerage Transactions. Client has designated National Financial Services LLC as the Client's broker and custodian for the Account(s) (herein the "Custodian" or "Broker" and collectively referred to as the "Custodian"). At no time will the Advisor accept, maintain possession of, or have custodial responsibility for Client's funds or securities. All Client Accounts will be held at a "qualified custodian" that meets the definition set forth in Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended.

Per the instruction of Client, the Platform Manager, rather than the Advisor, will direct and place all orders for the execution of transactions with or through the designated Custodian, under Client's agreement with Custodian. Client shall be responsible for any fees, charges or brokerage expenses as billed directly to Client by Custodian. In Advisor's capacity as a dually registered broker-dealer, Advisor introduces Client's Account to Broker on a fully disclosed basis. Client acknowledges that directing the brokerage activities solely to Custodian may result in the loss of best execution of orders at the most favorable prices reasonably obtainable and will result in the financial benefits to Advisor which are disclosed in its Disclosure Brochure. Client agrees not to hold Advisor liable for any act, conduct or omission by Custodian acting as broker or custodian to the extent Advisor met its standard of care in connection with the advisory services subject to this Agreement. The advisory services subject to this Agreement do not include ensuring Custodian's compliance with the terms of the brokerage Account(s) and payment of any brokerage or custodian charges, fees, and expenses. Client acknowledges that Custodian will provide duplicate confirms and/or electronic access to Advisor for all trades in the brokerage Account(s). Advisor is authorized to issue instructions to Custodian and to request information about the brokerage Account(s) from Custodian; provided, however, Advisor has no authority to cause Custodian to carry out such instructions, and Advisor is not authorized or permitted to withdraw Client funds or securities maintained with the Custodian through the issuance of any such instructions. If Client's brokerage account agreement contains authorizations for Advisor or its Financial Advisors to transfer funds or securities that are broader than the authorizations in this Agreement, Client hereby directs NFS to limit the Advisor and its Financial Advisors to the authority in this Agreement.

5. Use of Platform and Confirmation of Trades. Client directs Advisor to use commercially reasonable efforts to retrieve information from, and place instructions with, the Platform Manager using its [integrated web-based wealth management portal and technology solutions]. The Client acknowledges and agrees that the Advisor: (1) is unable to foresee or anticipate technical or other difficulties that may result in failure to obtain the data or process the instructions that the Advisor relies upon the Platform Manager and its systems; and (2) assumes no responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any data, loss of data, or communication failures. The Client understands that not all wealth management professionals require use of a platform like the Platform Manager's to receive advice. Platform Manager, and Advisor will direct that confirmations of any transactions effected for the Account(s) will be sent, in conformity with applicable law, by the Custodian to Client with a copy to Advisor, Platform Manager and Investment Manager(s).

6. Market Conditions. Client acknowledges that the Advisor's past performance and advice regarding Client's Account(s) cannot guarantee future results. Client's investments can appreciate or depreciate. The Advisor does not guarantee or warranty that services offered will result in profit. Client understands and agrees that, to the extent Advisor met its standard of care in connection with the advisory services subject to this Agreement, the Advisor shall not be responsible for losses, in the Account or

to the Client, arising from: (1) any investment decision made or other action taken or omitted in respect of the Recommend Portfolio; and (2) the management of Client's assets that are custodied in any place other than the Account(s) or not invested in the Recommended Portfolio through the Account(s).

7. Conflicts of Interest. Client agrees that Advisor may refrain from rendering any advice or services concerning securities of companies of which any of Advisor's, or affiliates of Advisor's officers, directors, or employees are directors or officers, or companies in which Advisor or any of Advisor's affiliates or the officers, director and employees or any of them may have substantial economic interest, unless the Advisor discloses such conflict to Client prior to rendering such advice or services with respect to the Account(s). Client acknowledges that he/she understands the risks and conflicts of interest disclosures described in Advisor's Disclosure Brochure (Form ADV Part 2A), including the Wrap Fee Brochure (Form ADV Part 2A - Appendix 1), and necessary supplements thereto (collectively, the "Disclosure Brochure"), the Client Relationship Summary (Form CRS), or other disclosure documents made available by the Advisor (collectively with the Disclosure Brochure, the "Disclosure Documents"), and authorizes Advisor to provide the advisory services described in this Agreement notwithstanding any of these actual or potential conflicts of interest and such additional conflicts of interest as may be set forth in the Disclosure Documents, as may be amended from time to time.

8. Non-Exclusive Advisory Services. It is understood that Advisor performs investment advisory services for various clients. Client agrees that 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 Advisor's policy, to the extent practical, to allocate investment opportunities to the Account(s), if any, 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 Client acknowledges that Advisor, its directors, officers, affiliates and employees, and other clients of 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). 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 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 Advisor.

9. Title to Assets. Except to the extent Client has notified, or in the future notifies, the Advisor in writing, Client represents and warrants that Client is the sole beneficial owner of all assets held in the Account(s), that no restrictions apply to the transfer, sale or other disposition of these assets, that no options, liens, charges, security interest or encumbrances exist or will exist, due to Client's acts or omissions, over any of these assets, and that the assets are not subject to any securities lending program, except as have disclosed in writing by Client to the Advisor.

10. Reliance on Information and Instructions. Client understands that Advisor, in the performance of its obligations and duties under the Agreement, is entitled to rely upon the accuracy of information and correctness of any instruction furnished by Client or on its behalf, without further investigation, absent a reasonable concern regarding its legitimacy. Advisor is not responsible for any delay, damages, loss, or out-of-pocket costs that Client may suffer as a result of good faith reliance on instructions (or good faith rejection of unreasonable directions or directions the Advisor believes may violate applicable law or the rules and regulations of any regulatory or self-regulatory organization), requests for further documentation before executing on instructions, or the time taken by Advisor or other service providers to review and process instructions and complete the request.

Client understands that, if information or documentation provided by or on behalf of Client is outdated, incomplete, misleading or inaccurate, there may be adverse effects and losses not only to the Client, but also to the Advisor and its Financial Advisors (or the Custodian, Broker, the Platform Manager and others). Accordingly, Client agrees to indemnify and hold harmless the Advisor, its Financial Advisors and its affiliates from any loss, expense, damage or liability to the extent arising from or attributable to the misstatement or omission.

11. Assignment and Termination. Neither Client nor the Advisor may assign, convey or otherwise transfer any of their rights, obligations or interests under this Agreement without the prior written consent of the other party. This Agreement may be terminated, at any time, by either party, by written notice to the other party. Clients will be responsible for Investment Advisory Fees up to and including the effective date of termination and any un-earned, prepaid fees will be refunded by the Advisor.

12. Governing Law and 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 Hawaii. Client and Bankoh Advisors agree that any dispute relating in any way to Client's account, services or transactions will be resolved by binding arbitration and not through litigation in any court. Client understands that Client and Bankoh Advisors are waiving the right to have disputes heard before a judge or jury, or otherwise to be decided by a court or government tribunal. Client and Bankoh Advisors also waive any ability to assert or participate in a class or on a

representative basis in court or in arbitration. All disputes must be resolved by binding arbitration when either Client or Bankoh Advisors requests it. The party filing a claim in arbitration must select either JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator.

13. Disclosure. Advisor represents it is registered as an investment advisor or exempt from such registration with the necessary state securities commission(s) in accordance with applicable state law(s). Client acknowledges receipt of the Advisor’s Disclosure Brochure, containing all necessary information regarding the Advisor’s services and fees, as applicable and governed by law. If the appropriate Disclosure Brochure was not delivered to the Client at least 48 hours prior to the Client entering into any advisory contract with the Advisor, then the Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to this contract have signed this Agreement.

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

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 (on file with the Advisor). By signing this Agreement, Client hereby consents to communications from the Advisor via email without also receiving written copies from the Advisor. Client may revoke this consent to email delivery at any time by providing advance written notice to the Advisor. Notwithstanding the foregoing, Client agrees that, in any matter for which their consent or agreement is required or for which the Advisor may seek Client’s consent or agreement, Client will be deemed to have given their consent and agreement if the Advisor sends Client or Client’s designated representative prior notice of such matter and Client or Client’s designated representative does not object by the deadline stated in the notice.

Email Address(es): _____

(a) ; (b); (c) (d)

17. Indemnification. Client agrees to reimburse, indemnify and hold the Advisor, and its partners, directors, officers and employees and any person controlled by or controlling the Advisor (“indemnitees”), harmless from any suit, judgment, claim, asserted claim, demand, loss, liability, expense or interest (including legal fees and expenses) (“Losses”) that result from: (A), (B) any breach of Client’s representations, warranties, covenants or agreements contained herein, excluding however, Losses which are finally determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment to have resulted directly from the Advisor’s violation of the standard of care in the performance of its obligations as described by this Agreement. Without limiting the generality of the foregoing, the Advisor will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing in this Agreement shall constitute a waiver or limitation of any of Client’s legal rights under common law or federal and state securities laws. (C), (D) (ii).

18. Force Majeure. In addition, and without limiting any other provision of this Agreement, the Advisor shall not be liable for (i) force majeure or other events beyond the control of the Advisor, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, exchange or market rulings or suspension of trading, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of the Advisor or other causes commonly known as “acts of god”, whether or not any such cause was reasonably foreseeable.

19. Section Headings. The section headings of this Agreement are inserted for convenience of reference only, and shall not affect the interpretation of this Agreement.

20. Entire Agreement and Severability. This Agreement is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements, of Client and Advisor concerning investment advisory services. To the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted.

By each party executing this Agreement, they acknowledge and accept their respective rights, duties, and responsibilities.

	Bankoh Advisors	CLIENT	CLIENT
Signature:			
Print Name:			
Title:			