

Investment Management Agreement

This Investment Management Agreement is entered into by and between _____ (the Investment Manager or “IM”) and Atlantic Capital Management of Florida, Inc. (the Separate Account Manager or “SAM”) for the purpose of providing discretionary investment portfolio advisory services to one or more clients of IM (collectively referred to herein as “Client”) who have established one or more brokerage accounts (collectively referred to herein as the “Account”) at *CUSTODIAN*. This Agreement shall apply only to those accounts managed by IM which are held at *CUSTODIAN*, which SAM agrees to accept, and which have been opened by Clients using the forms proscribed by *CUSTODIAN*.

1. Custody

IM represents that (i) IM has entered into an Investment Manager Service Agreement (“IMSA”) and, if required by *CUSTODIAN*, a Separate Accounts Addendum (“IMSA Addendum”) with *CUSTODIAN*, (ii) that each Client has entered into a brokerage account application and agreement in the form prescribed by *CUSTODIAN* and (iii) that each Client has (or will have) entered into an investment advisory agreement with IM (the “Investment Advisory Agreement”) that contains, among other things, provisions contemplated by Section 3 below. Upon the request of SAM, IM agrees to provide SAM with a copy of the Investment Advisory Agreement for each Client.

2. Selection of SAM by IM

- (A) To ascertain the financial situation and investment objectives of the Client, IM has obtained a completed suitability questionnaire from each Client in the form prescribed by IM for that purpose. IM shall furnish SAM with a copy of the completed suitability questionnaire for each client.

3. Delegation of Investment Authority

- (A) IM represents that each Client’s Investment Advisory Agreement authorizes IM to select SAM to manage the Client’s Account and to delegate investment discretion, brokerage discretion and trading authority over the applicable Client Account. SAM, together with IM, and not *CUSTODIAN*, shall have the sole responsibility for the implementation of Client’s investment program with respect to any Client Account for which investment discretion has been delegated by IM to SAM and accepted by SAM.
- (B) IM hereby delegates to SAM sole discretionary authority to invest and reinvest the securities, property, cash and other investments held from time to time in the Account in such manner as SAM deems advisable in accordance with SAM’s Investment Strategy and the investment objectives, financial situation and any reasonable restrictions the Client has imposed on the management of the Account.

- (C) SAM agrees that it will manage each Client's Account with the care, skill and prudence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- (D) IM agrees not to place orders for transactions in any Client Account or otherwise exercise trading authority over the Account at any time when SAM has trading authority over the Account.
- (E) If IM is authorized to make withdrawals from a Client's Account, IM agrees to provide three business days' prior notice to SAM (or such shorter period as the parties may mutually agree) prior to making any withdrawals or disbursements from the Account or any contributions to the Account.

4. Responsibilities Under Rule 3a-4

The parties intend that the investment services provided hereunder fall within the safe harbor from the definition of an investment company under Rule 3a-4 under the Investment Company Act of 1940, as amended ("Rule 3a-4"). The parties agree to allocate their respective responsibilities for complying with Rule 3a-4 as follows:

- (A) **IM's Responsibilities:** IM agrees to perform the following responsibilities under Rule 3a-4:
 - i. At the opening of the Account, IM shall obtain sufficient information from each Client about the Client's financial situation and investment objectives so to be able to provide individualized investment advice to the Client and give the Client the opportunity to impose reasonable restrictions on the management of the Account.
 - ii. At least annually, IM shall contact each Client to determine whether there have been any changes in the Client's financial situation or investment objectives, and whether the Client wishes to impose any restrictions on the management of the Account or modify any existing restrictions.
 - iii. At least quarterly, IM shall notify each client in writing to contact IM if there have been any changes in the Client's financial situation or investment objectives, or if the Client wishes to impose any reasonable restrictions on the management of the Client's account or reasonably modify any existing restrictions, and provide the Client with a means through which such contact may be made.
 - iv. IM agrees to immediately notify SAM of any changes in any Client's financial situation or investment objectives, or any additional restrictions on the management of the Account or any modification to any existing restrictions.
 - v. IM agrees to be reasonably available to each Client for consultation about the Account and shall advise the Client on how to contact SAM's personnel who are knowledgeable about the Account for consultation purposes.

- vi. Each Client shall retain, with respect to all securities and funds in the Account, to the same extent as if the Client held the securities and funds outside the investment advisory program, the right to:
 - 1. withdraw securities or cash upon reasonable notice;
 - 2. vote securities, or delegate the authority to vote securities to another person;
 - 3. be provided in a timely manner with a written confirmation or other notification of each securities transaction, and all other documents required by law to be provided to security holders; and
 - 4. proceed directly as a security holder against the issuer of any security in the Client's Account and not be obligated to join any person involved in the operation of the investment advisory program, or any other Client of the program, as a condition precedent to initiating such proceeding.

(B) **SAM's Responsibilities:** SAM agrees to perform the following responsibilities under Rule 3a-4:

- i. SAM will manage each Client's Account on the basis of the Client's financial situation and investment objectives provided to SAM by IM, and in accordance with any reasonable restrictions imposed by the Client on the management of the Account.
- ii. SAM will make its personnel who are knowledgeable about the Account reasonably available to each Client and IM for consultation.
- iii. SAM will permit each Client to have the ability to impose reasonable restrictions on the management of the Client's Account, including the designation of particular securities or types of securities that should not be purchased for the Account, or that should be sold if held in the Account.

5. Proxies

If authorized by the Client in the Client Account Agreement, SAM will, with respect to securities held in the account, (i) vote proxy ballots, (ii) provide instructions regarding corporate reorganizations and other corporate actions and (iii) receive certain prospectuses, annual reports and other communications, and to take action with respect to the voting of securities held in the Account (collectively, "Shareholder Actions"). IM agrees to advise SAM in writing whether the Client has authorized SAM to take Shareholder Actions. If SAM has not been authorized by Client to take Shareholder Actions, SAM shall not be responsible or liable for any failure by IM or any custodian to correctly and timely process any Shareholder Action affecting a Client Account communicated to IM by SAM.

6. Acceptance of Account by SAM

- (A) Within three business days after IM has provided SAM with a potential Client's objectives and portfolio restrictions, if any, SAM will notify IM as to whether SAM has decided to accept or reject that Client's Account. Absent such notification, SAM will be presumed to have accepted the Account
- (B) If the client transfers all or a portion of the assets to be managed by SAM in the form of portfolio securities, IM will disclose to the Client that the Client will remain exposed to market risk with respect to the value of such securities at and after the time of transfer, and shall continue to be at risk until such time as SAM accepts management responsibility.

7. Brokerage Services

IM hereby instructs SAM to execute all or substantially all agency and principal securities transactions for the Account through **CUSTODIAN/BROKER**, subject to the duty of SAM to obtain best execution. SAM may effect securities transactions for the Account through a different broker-dealer if SAM believes, in good faith and in proper exercise of its fiduciary discretion, that such broker-dealer may provide the best execution for that transaction. SAM shall not be liable for any negligent act or omission of **CUSTODIAN/BROKER** or any other broker-dealer in connection with the provision of any services contained herein.

SAM may buy or sell the same security for a number of its clients at approximately the same time. In order to more equitably allocate the effects of such market fluctuations, purchases or sale of a particular security for an Account may at times be combined or "batched," whether through an "omnibus" account or otherwise, with purchases or sales of the same security for other clients being made at approximately the same time. In such cases, the price shown on confirmation of the Client's purchase or sale will be the average execution price on all of the purchases and sales that were aggregated. SAM is able to combine or "batch" a Client's orders for purposes of execution only with orders for the same securities for other Accounts managed by SAM under the terms and conditions of the **CUSTODIAN**.

8. Compensation

- (A) SAM shall charge an asset-based fee for each Investment Strategy offered to the Client in accordance with the fee schedule attached hereto as **Exhibit A**, as amended from time to time. The fee schedule sets forth whether the fees billed quarterly or monthly, and in advance (based upon the market value of the Account on the last business day of the preceding period) or in arrears (based upon the market value of the Account on the last business day of the current period). The minimum account size shall be **\$300,000**. SAM's investment

advisory fee is based on the value of the assets held in the Account and is not a performance fee.

- (B) IM agrees to disclose to each Client in writing the amount of SAM's investment advisory fees.
- (C) IM represents that each Client will provide written authorization to **CUSTODIAN** to pay Sam's compensation directly from a Client Account at **CUSTODIAN**.
- (D) If this agreement is terminated pursuant to Section 9 below other than at the beginning or end of a quarter, the investment advisory fee shall be prorated for that period based on the portion of such quarter that this Agreement was in effect.

9. Termination of Account

- (A) If at any time the Investment Advisory Agreement with a particular Client is terminated by the Client or if a Client revokes IM's authority to delegate investment authority to SAM, IM shall immediately notify SAM in writing and this Agreement shall no longer apply to that Client's Accounts.
- (B) If at any time the IMSA is terminated by **CUSTODIAN** or IM, IM shall immediately notify SAM and this Agreement shall terminate.
- (C) Unless terminated under subparagraphs (A) or (B) above, either party may terminate this Agreement by giving the other party five business days' prior written notice (or such shorter period as both sides may mutually agree); provided, however, that either party may terminate this Agreement immediately upon written notice to the other in the case of the other's breach of this agreement.
- (D) Notwithstanding any termination of this Agreement, IM acknowledges that termination will not affect the obligations of any Client and IM resulting from transactions initiated prior to such termination, so that, for example, SAM may confirm trades initiated prior to receipt of notice of termination.
- (E) SAM may terminate its discretionary investment portfolio advisory services to any Client upon five business days' prior notice to IM.

10. SAM's Representations

SAM represents and warrants that:

- (A) It is, and for the duration of this Agreement shall remain, registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act") or is exempt from such registration.
- (B) This agreement is a valid and binding obligation of SAM enforceable in accordance with its terms.
- (C) All persons signing this Agreement on behalf of SAM possess full power and authority to do so.

- (D) It will maintain and preserve on behalf of each Client Account all records required to be maintained by SAM by the Advisers Act and the rules thereunder and comply with all laws relating to the SAM's management of the Account.
- (E) Its form ADV is true, accurate and complete.
- (F) It has the financial resources, personnel, and assets needed to perform its obligations under this Agreement and agrees to notify IM of any changes in its circumstances which would adversely impact its ability to perform its obligations under this Agreement.
- (G) It will comply with all applicable laws.

11. IM's Representations

IM represents and warrants that:

- (A) It is, and for the duration of this Agreement shall remain, registered as an investment advisor under the Advisers Act or is exempt from such registration.
- (B) This Agreement is a valid and binding obligation of IM enforceable in accordance with its terms.
- (C) All persons signing this Agreement on behalf of IM possess full power and authority to do so.
- (D) It will maintain and preserve on behalf of each Client Account all records required to be maintained by IM by the Advisers Act and the rules thereunder and will comply with all laws relating to the IM's management of the Account.
- (E) Its Form ADV is true, accurate and complete.
- (F) It shall not make any false representations concerning SAM (excluding any statement concerning SAM contained in SAM's Form ADV or in other written material provided by SAM).
- (G) It will comply with all applicable laws.

12. Documents and Records

Prior to a client designating SAM to manage the Client's Account, IM agrees to deliver to the Client SAM's Form ADV, Part II or equivalent brochure, along with the SAM's privacy policy and any other disclosure documents required to be delivered to a Client under the Advisers Act and other applicable law. SAM agrees to provide IM with such additional copies of its Form ADV, Part II or equivalent brochure, as well as SAM's privacy policy and any other SAM documents required to be delivered to Clients, as IM may reasonable request to deliver to Clients or prospective Clients. Upon request of SAM, IM agrees to provide SAM with copies of the Clients written acknowledgement as to the date upon which they received SAM's Form ADV, Part II, SAM's privacy policy and any other required disclosure documents. IM also agrees to provide SAM with a copy of IM's Form ADV upon SAM's request.

13. Notice of Certain Adverse Events

Either party shall promptly notify the other (i) any material adverse change in its status or ability to manage Client Accounts; or (ii) the naming of it as a defendant in any criminal, civil, administrative or enforcement action which could result in a material adverse change in its investment advisory services.

14. Indemnification

Each party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other (the “Indemnified Party”) and the Indemnified Party’s affiliates, and the directors, officers, employees and agents of the Indemnified Party and its affiliates, from and against any and all claims, actions, costs and liabilities, including without limitation reasonable attorneys’ fees, arising out of or relating to: (i) any breach by the Indemnifying Party of any provision of this Agreement, including without limitation the Indemnifying Party’s failure to perform any of its duties to comply with Rule 3a-4 as set forth in Section 4 above; (iii) the negligent performance by IM of its services to a Client, (iv) any violation by the Indemnifying Party of any law or regulation applicable to it; and (v) any dispute between the Indemnifying Party and any Client, including disputes concerning the Indemnifying Party’s fees or services to a Client.

Notwithstanding the foregoing, the Indemnifying Party’s obligations to indemnify the Indemnified Party will apply only to the extent the claim, action, cost and/or liability is not due to the fault of the Indemnified Party and only to the extent that any such losses or damages were caused as a result of the Indemnifying Party’s actions or omissions. The indemnity and hold harmless provisions in this Agreement will survive any termination of this Agreement. Neither party will be liable to the other for consequential damages.

15. Confidentiality and Use of Names

All information supplied by one party to the other party, including all Client information supplied by IM, but excluding information in the public domain through no wrongful act of either party to this Agreement or of any affiliate thereof (“Confidential Information”), will be used by the receiving party solely in connection with the performance of its obligations under this Agreement or as otherwise required by law or upon the request of a regulatory authority having jurisdiction. Each party will receive Confidential Information in confidence and not disclose it to any third party except as may be necessary to perform its obligations under this Agreement or except as may be required by law, upon request of a regulatory authority having jurisdiction or agreed on in writing by the other party. On written request or on the termination of this Agreement, each party will return to the other party or destroy all Confidential Information in its possession or control, provided that each party may retain a single copy of any documents that such party is obligated to maintain under record keeping requirements to which it is subject under applicable law, but only for so long as such records are required

to be maintained. Except as required by law or as requested by a regulatory authority having jurisdiction, neither party may disclose to any third party any information concerning the identity or affairs of any Client without it first obtaining the Client's consent.

Neither party will use the registered trademarks, service marks, logos, names or any other proprietary designations of the other party without that party's prior approval. Each party will submit to the other party for prior approval any advertising or promotional material using the other party's name or any name associated with an affiliate of the other party, or such trademarks of the other party; provided, however, that a party can use advertising or promotional materials which were previously approved in substantially the same form without obtaining approval of the other party. SAM's Form ADV and SAM's brochures, if any, may be used by IM without obtaining SAM's approval, so long as it is used in a matter consistent with applicable law.

16. Solicitation

During the term of this Agreement and for two (2) years following the termination of this Agreement or the termination of any Account, SAM shall not knowingly or intentionally, (i) solicit any business from Clients, including any additions to Accounts managed hereunder; (ii) cause or encourage anyone or any entity to solicit any such business from any clients; or (iii) request or cause any Clients to cancel or terminate any business relationship with IM.

17. Bonding

If an Account is subject to ERISA, IM agrees to advise SAM in writing at the time IM furnishes the suitability questionnaire for that Client to SAM whether Client's bond required pursuant to the provisions of ERISA or any other applicable law will cover SAM and any of its officers, directors, and employees, to the extent such coverage is required.

18. Arbitration

Regulatory authorities require the disclosure of the following information:

- a. Arbitration is final and binding on the parties
- b. The parties are waiving their right to seek remedies in court, including the right to a jury trial.
- c. Pre-arbitration discovery is generally more limited than and different from court proceedings.
- d. The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.

- e. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- (1) the class certification is denied;
- (2) the class is decertified; or
- (3) the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

Each party hereby agrees to settle by arbitration any controversy between them or their respective affiliates, officers, directors, employees, or agents which controversy arises out of this Agreement or which relates to any Client Account, Client authorizations, Client Account transactions or in any way arising out of their relationship to each other or Clients or **CUSTODIAN**. Such arbitration will be conducted by, and according to the securities arbitration rules and regulations then in the effect of, the National Association of Securities Dealers (“NASD”); provided, however, that if such controversy between the parties relates to a controversy to which a Client or **CUSTODIAN** is a party and that is the subject of an arbitration pending before the New York Stock Exchange, the Pacific Stock Exchange, or Chicago Board Options Exchange, then the arbitration relating to the controversy between the parties shall be conducted by the same organization and according to the same rules and regulations as the pending arbitration. Either party may initiate arbitration by filing a written claim with the NASD or, if applicable, one of the other organizations specified above. If the NASD declines to accept jurisdiction over the dispute, then the parties will arbitrate the dispute at a forum reasonably agreeable to the other party, as selected by the party who first attempted to initiate the proceeding with the NASD.

Any award the arbitrator makes will be final and binding, and judgment on it may be entered in any court having jurisdiction. This arbitration agreement shall be enforced and interpreted exclusively in accordance with applicable federal law, including the Federal Arbitration Act. Any costs, fees or taxes involved in enforcing the award shall be fully assessed against and paid by the party resisting enforcement of the award. The provisions of this Section shall survive termination or expiration of this Agreement.

19. Amendment

Any amendment to this Agreement must be in writing and signed by both parties. This Agreement may not be assigned without the prior written consent of the other party and all Clients to which it pertains.

20. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida without giving to conflict of laws and provisions thereof.

21. Notice

(A) Any and all notices, requests, demands or other communications required or permitted to be given hereunder shall be deemed to be properly given if properly addressed and (i) sent by reputable overnight courier; (ii) sent by registered or certified mail, return receipt requested; or (iii) given by in hand delivery to the parties at the address set forth below:

(B) If to SAM, to:

**Atlantic Capital Management
580 Village Blvd, Suite 315
West Palm Beach, FL 33409**

(C) If to IM, to:

22. IM understands that SAM or one or more affiliates may have investment responsibilities, render investment advice to and perform other investment advisory services for other individuals or entities (“other accounts”), and that SAM, its affiliates and any of its or their directors, officers, agents or employees may buy, sell or trade in any securities for its or their respective accounts (“affiliated accounts”). IM agrees that SAM or its affiliates may give advice or exercise investment responsibility and take such other action with respect to Other Accounts and Affiliated Accounts which may differ from advice given or the timing, or the nature of action taken with respect to the Client Accounts, provided that SAM acts in good faith, and provided further that it is SAM’s policy to allocate, within its reasonable discretion, investment opportunities to the Client Accounts over a period of time on a fair and equitable basis relative to the Other Accounts and the Affiliated Accounts, taking into account that cash position and the investment objectives and policies of each Client Account and any specific investment restrictions applicable thereto. It is further understood that one or more Other Accounts and Affiliated Accounts may at any time hold, acquire, increase, decrease, dispose of or otherwise deal with positions in investments in which a Client Account may have an interest from time to time, whether in transactions which involve the Client Account or otherwise. SAM shall have no obligation to acquire for the Client Accounts a

position in any investment which any Other Account or Affiliated Account may require.

23. Miscellaneous

- (A) This Agreement including any Exhibits hereto contains all of the agreements, representations and understandings between the parties relating to the subject matter hereof.
- (B) If any provision of this Agreement becomes unenforceable, the remaining provisions shall remain in full force and effect.
- (C) Neither party shall be liable for any losses resulting, either directly, or indirectly, from government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond its reasonable control, including any failure by **CUSTODIAN** to provide inquiry access to the Account.

In witness whereof, the parties hereto have duly executed this Agreement which shall become effective upon the date of the last of the parties sign below.

NAME OF INVESTMENT ADVISOR

Dated: _____ By: _____
Name:
Title:

ATLANTIC CAPITAL MANAGEMENT
Name of Separate Account Manager

Dated: _____ By: _____
Name:
Title:

EXHIBIT A

1. Whenever used in this Exhibit B, the terms listed below shall have the following meanings:
 - a. Year. Year shall mean calendar year ending on December 31.
 - b. Business Day. Business Day shall mean each day on which the New York Stock Exchange is open for business.
 - c. Quarter. Quarter shall mean the periods beginning on the first Business Day of January, April, July and October and ending on the last Business Day of March, June, September and December of each Year.
 - d. Assets Under Advisement. Assets Under Advisement as at any time shall mean the fair market value of the assets of the Client Account as reasonably determined by the Advisor.
2. Portfolio securities, other than short-term money market instruments, are valued on the basis of fair market value. Money market instruments maturing in 60 days or less are valued at amortized cost. Securities and other assets for which market values are not readily available are reasonably valued at fair value as determined by the Advisor.
3. The Client will compensate the Advisor for its services as investment advisor at an annual rate as follows:

TO BE NEGOTIATED WITH IM

The fee will be calculated and billed quarterly, in advance, at the beginning of each Quarter based on the Assets Under Advisement on the last Business Day of the preceding Quarter. For Assets Under Advisement for a partial Quarter, the fee will be determined by daily proration.

The fee charged on substantial additions to, or withdrawals from, the Account (\$1,000,000 or more) during a Quarter will be prorated.