

Tempus Investment Corp DBA

Taylor Goddard Investments

INVESTMENT ADVISORY SERVICES AGREEMENT

THIS AGREEMENT sets forth contract terms between Tempus Investment Corp doing business as Taylor Goddard Investments (Taylor Goddard Investments, we or us) and Client 1 & Client 2 (you) and is dated as of the date executed by Taylor Goddard Investments.

TERM OF AGREEMENT

This Agreement shall remain in force as long as mutually agreed to by both parties.

You may terminate this Agreement by giving written notice within five (5) business days after the date of this Agreement without penalty.

Either of us may terminate this Agreement for any reason upon 30 days written notice by the other at our addresses of record. If the Agreement is terminated before the end of the quarter for which fees have been paid in advance, we shall refund the pro-rated balance of any unearned portion of the fee within 14 days.

DESCRIPTION OF SERVICES

We will, after consulting with you, recommend that you maintain and/or establish, in your name, personally or in a fiduciary capacity, accounts into which you shall deposit funds and/or securities which shall be referred to as your Managed Assets (see Exhibit A).

Based on our continuing study of economic conditions, security markets, specific securities and other investment issues, we will recommend, implement and monitor the allocation of your Managed Assets consistent with your Investment Policy Statement. Investments in your Managed Assets may include money market accounts, CDs, municipal and government securities, unit investment trusts, exchange traded funds, mutual funds, individual bonds, individual stocks, and other investments.

We will not provide supervision or ongoing monitoring of investments that are not included as part of your Managed Assets. We will consider all facts it knows about the clients (including all of the clients assets) when determining the suitability of its recommendations to clients.

We will provide a performance analysis report on a monthly, quarterly and annual basis on your Managed Assets including market values and rates of return. In the preparation of the reports and compilation of investment valuations, we may rely upon publications, reports and analysis prepared by third parties. Additionally, you will receive directly from all corresponding brokers, banks, mutual funds, partnership sponsors and/or insurance companies which hold your investments, a statement reflecting your investment(s) in their custody.

YOUR RESPONSIBILITIES

You will provide timely and appropriate information we request at the onset of our relationship to perform the specified services, and inform us of material changes in such information. Recommendations provided under this Agreement will be based on such information.

You understand that the past performance of investments recommended by Taylor Goddard Investments should not be construed as an indication of future results, which may prove to be better or worse than the past. We make no promises, representations or warranties that any of our services will result in a profit to you. You acknowledge that Taylor Goddard Investments is not responsible for any losses, acts and/or omissions of other professionals or third party service providers recommended to you by us, including a broker-dealer and/or custodian. Taylor Goddard Investments does have liability for any action by the custodian if the custodian is following Taylor Goddard Investments's specific instructions.

Taylor Goddard Investments, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of your Managed Assets. Federal and state securities law sometimes impose liability even on advisers who act in good faith, and therefore nothing contained in this Agreement constitutes a waiver of any rights you may have under federal or state securities laws. Nothing in this Brochure may be interpreted to limit or modify the investment adviser's fiduciary duties to its clients.

If your Managed Assets comprise only a portion of your total assets, we shall only be responsible for those assets that you have designated to be the subject of our investment management services under this Agreement.

If this Agreement is established by the undersigned in a fiduciary capacity, you hereby certify that (i) all beneficial interests in the estate, trust, or other account for which you are acting as fiduciary are owned by the individuals or by the non-profit organizations, and (ii) the undersigned is legally empowered to enter

into or perform this Agreement in such capacity. If this Agreement is established by a corporation, the undersigned certifies that the Agreement has been duly authorized, executed and delivered on behalf of such corporation and that attached to this Agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this Agreement.

You certify that the Social Security Number (Tax Identification Number) set forth below is correct and that you are not subject to “backup withholding” under the applicable code section(s) of the Internal Revenue Code or any successor provision. You are a US person (including a U.S. resident alien).

Name:		SSN:	
Name:		SSN:	

Your legal residence is:

(address) _____.

ASSET MANAGEMENT FEES

For our services, you shall pay an monthly fee based on the market value of your Managed Assets (AUM), in accordance with following schedule:

Managed Assets(AUM)	Monthly Fee
Amount <= \$500,000	$0.0007167 \times \text{AUM} \leq \500k (Approx 0.86% Annually)
Amount > \$500,000	$0.0003584 \times \text{remaining Amt} > \500k (~50% Discount on Amt > \$500k)

The fee is billed monthly, in arrears, and is computed on the value of the portfolio on the last day of the preceding month. Initial fees for partial months will be prorated from the effective date of the contract.

In all instances, the Taylor Goddard Investments will send the client a written invoice, including the fee, the formula used to calculate the fee, the fee calculation itself, the time period covered by the fee, and, if applicable, the amount of assets under management on which the fee was based. Also, Taylor Goddard Investments will include the name of the custodian(s) on your fee invoice. The Adviser will send these to the client concurrent with the request for

payment or payment of the Adviser's advisory fees. We urge the client to compare this information with the fees listed in the account statement.

In accordance with the documents executed with your custodian, you may grant us the authority to automatically bill our fees to your account or you may have us send you an invoice directly. Each time a fee is automatically deducted from your account, Taylor Goddard Investments will send you an invoice at the same time as a fee notice is sent to the custodian. The invoice will itemize the fee showing for formula used to calculate the fee, the assets under management the fee is based on, and the time period covered by the fee.

Please initial elected payment method.

Debit Account

Manual Invoice

It is possible that additional investment expenses will be incurred by you. Likely expenses may be: legal fees, transaction fees on the purchase and sale of securities, appraisal fees, custodial fees, trustee fees, banking fees, wire transfer fees, and due diligence costs. You are responsible to pay these additional expenses directly to whoever provides you with the additional financial planning services.

IMPLEMENTATION AUTHORITY

In accordance with the documents executed with your custodian, you may grant us a limited discretionary power, which is the authority to make trades, exchanges and transfers of your Managed Assets (see Exhibit A). You understand that with limited discretionary power; we will execute trades without prior consultation with you.

You may at any time increase or decrease your Managed Assets. Your Managed Assets will, at all times, be held solely in your name and will require your authorization for withdrawal.

CONFIDENTIALITY

All information furnished by you to Taylor Goddard Investments, including your identity, shall be treated as confidential. We agree not to voluntarily disclose confidential information without your prior consent unless required by law, court order, agency directive or we have to release information to defend ourselves in a matter of dispute. In the event we are compelled to disclose confidential information by legal process, we will attempt to give prior written notice to you.

AUTHORIZATIONS

If it becomes necessary, prior to speaking with any of your other professional advisors, we will notify you and obtain permission to communicate with them or share personal information.

Taylor Goddard Investments may communicate personal financial information by e-mail, fax, or other electronic means. If you do not want to receive personal financial information electronically, you may Opt Out by initialing below.

_____ Opt Out

ASSIGNMENT

No assignment of this Agreement will be made without your prior written consent or the consent of your rightful heirs. Servicing of accounts by a principal or employee of Taylor Goddard Investments shall not be construed as an assignment.

NON-EXCLUSIVE AGREEMENT

You acknowledge that Taylor Goddard Investments provides investment advisory services to more than one client. You acknowledge that transactions in a specific security may not be accomplished for all client accounts at the same price at the same time. We may give different advice and may take different investment actions for different clients.

GENERAL PROVISIONS

The laws of the State of Washington govern this Agreement. This Agreement plus any Exhibits attached and signed by both of us constitutes the entire Agreement. This Agreement and/or any Exhibits can be changed only in another document(s) signed by both parties. This Agreement supersedes all prior written or oral negotiation and Agreements. If any section, paragraph or provision of this Agreement is found to be unenforceable or invalid, it will not affect the enforceability or validity of the balance of the Agreement.

FPROXY VOTING

Advisor will NOT vote proxies on client behalf.

FEE-ONLY GUARANTEE

Taylor Goddard Investments, or any party in which Taylor Goddard Investments has a financial interest, does not receive compensation or other remuneration that is contingent on any client's purchase or sale of a financial

product. The firm does not receive a fee or other compensation from another party based on the referral of a client or the client’s business.

FIDUCIARY OATH

Taylor Goddard Investments owes the client a fiduciary duty to put the client’s interest first which includes, but is not limited to, a duty of care, loyalty, obedience, and utmost good faith. Taylor Goddard Investments, shall exercise our best efforts to act in good faith and in your best interests. We shall provide written disclosure to you prior to the engagement, and thereafter throughout the term of the engagement, of any conflicts of interest that will or reasonably may compromise our impartiality or independence.

Taylor Goddard Investments is required by law to deliver Form ADV Part 2. By signing this agreement you acknowledge that you have received a copy of our Privacy Policy and Taylor Goddard Investments Form ADV Part 2.

Client 1

(sign) _____ Date _____.

Client 2

(sign) _____ Date _____.

By signing this agreement we acknowledge our fiduciary responsibility as outlined by our Fiduciary Oath. Tempus Investment Corp doing business as Taylor Goddard Investments

By: _____ Date _____.

Austin Goddard CEO, RIA Rep.
Principal

Form ADV Part 2 Provided On: _____