

# INVESTMENT ADVISORY AGREEMENT

This Agreement is made between and by CCM Investment Advisers, LLC, a South Carolina Limited Liability Corporation (“CCM”), and \_\_\_\_\_ (Client). CCM acknowledges that we are fiduciaries with regard to accounts that are subject to the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

## CLIENT AND CCM ADVISERS AGREE AS FOLLOWS:

- SERVICES:** Client confirms employment of CCM as investment adviser to render services in the management of the assets in its investment account, and CCM wishes to render such services to Client.
- CUSTODY OF ASSETS:** Client will place the investment account assets with such custodian (the “Custodian”) as Client may from time to time designate in writing, and Client understands that CCM shall not at any time have physical possession of any of Client’s investment account assets, whether they be cash, securities, or other assets. Client understands their choice of custodian/broker-dealer may preclude the ability to obtain volume discounts, limit the ability to negotiate commissions, result in a disparity in commission charges among clients of the same broker-dealer and result in a conflict of interest arising from brokerage firm referrals.
- AUTHORITY TO MANAGE INVESTMENT ACCOUNT:** The scope of CCM’s authority as investment adviser, to act on the Client’s behalf in the management of the Client’s investment account shall be that CCM may exercise its full discretion and deal with the assets of the investment account to the full and same extent permitted to Client as owner of the investment account assets. Client also authorizes CCM, in its sole discretion and as it sees fit, to direct the Custodian and such brokers as it may select from time to time, to purchase, sell, invest, reinvest, retain, exchange, deposit, or otherwise trade any or all of the assets of the Client’s investment account. CCM is further authorized to direct the manner, method, time, and place of such trading and disposition. CCM may also take any action or non-action that it deems appropriate as investment adviser without any other consent or authority from the Client. The Client’s investment account assets shall include all income and proceeds from and additions to such assets.
- CONFIDENTIALITY:** All Client information is considered strictly confidential and will not be divulged, except as required by law or with specific authorization of the Client. We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information. Our employees are bound by a strict confidentiality agreement. Any violation of that agreement would result in the prompt termination of employment with our firm.
- SERVICES TO OTHER CLIENTS:** Client understands and agrees that CCM may act as investment adviser for other Clients.
- BROKER SERVICES AND TRANSACTIONS:** Client understands that CCM, as investment adviser, may place some of its securities brokerage transactions at brokers that will provide securities and statistical investment research information and other services which are expected to enhance the general portfolio management capabilities of CCM and will be in the good faith judgment of CCM in the best interest of the Client’s investment account. CCM will consider in the selection of such brokers and dealers not only available prices and brokerage commission rates, but also the relevant factors (such as without limitation, financial responsibility, execution capabilities and the value of an ongoing relationship of CCM with such brokers and dealers) without having to demonstrate that such factors are of a direct benefit to the Client’s investment account.
- TERMINATION AND ASSIGNMENT:** This Agreement is subject to cancellation upon thirty (30) days written notice by either Client or CCM. Neither party may assign this Agreement without written consent.
- FEES:** The annual compensation for CCM for its services as investment adviser is set forth as follows: \_\_\_\_\_ % of asset value. CCM will bill Client for such fees quarterly, at the end of each calendar quarter (unless otherwise agreed upon in client custodial contract), and Client agrees that payment may be made from Client’s investment account by the Custodian, or may be paid directly to CCM by the client. In the event this Agreement is cancelled, the fee payable by Client shall be prorated through the effective date of such cancellation.
- REPRESENTATION AND DISCLOSURE:** By execution of this Agreement, Client acknowledges receipt and review of a brochure containing a written disclosure of the background and business practices of CCM, as well as, a copy of CCM’s Form ADV, Part II. Client also understands that this Agreement may be voided without penalty at any time during the next five (5) business days.

Account Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CCM INVESTMENT ADVISERS, LLC**, By: \_\_\_\_\_

Title: \_\_\_\_\_

CCM  

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*Investment Advisers*

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