

# Frost Investment Services, LLC

## INVESTMENT MANAGEMENT AGREEMENT

This INVESTMENT MANAGEMENT AGREEMENT (hereinafter "Agreement") is made between Frost Investment Services, LLC, an investment adviser (hereinafter "Investment Adviser") and \_\_\_\_\_ (hereinafter, "Client" sets forth the terms of the Client's engagement of Investment Adviser to manage the Account (as hereinafter defined) of Client.

WHEREAS, the Investment Adviser is registered as an investment adviser under the Investment Advisers Act of 1940; and

WHEREAS, the Client desires to appoint the Investment Adviser as the investment adviser with respect to certain assets of the Client and the Investment Adviser is willing to act as the investment adviser of those assets;

NOW, therefore, the Client and the Investment Adviser, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following provisions:

### DEFINITIONS

As used herein the following terms have the following meanings:

- a. Account: The cash, securities, receivables and other permitted investments making up the Assets from time to time.
- b. Act: The Investment Advisers Act of 1940, as amended.
- c. Assets: The program assets of the Client initially set forth on Schedule I hereto (the "Statement of Investment Selection"), and any and all other assets hereafter added by the Client for management by the Investment Adviser, all dividends and distributions of any kind, interest and capital gains thereon, all other proceeds thereof, and all receivables of any kind.
- d. Authorized Person: With respect to the Client or the Investment Adviser, respectively, an individual employed by the Client or the Investment Adviser and designated as an Authorized Person thereof in a certification of an officer of the Client or the Investment Adviser and delivered to the other party.
- e. Custodial Agreement: Any agreement between the Client and a Custodian relating to the safekeeping of the Assets, or any portion thereof, as such agreement may be amended or supplemented from time to time.
- f. Custodian: Any person charged by the Client with the safekeeping of the Assets or any portion thereof (including a sub-custodian), and having such powers, duties, and rights as are set forth in a Custodial Agreement.
- g. Investment Guidelines: The investment guidelines set forth in Schedule I to this Agreement, as they may be amended by the Client from time to time by notice to the Investment Adviser.
- h. Securities exchange act: The Securities Exchange Act of 1934, as amended.
- i. Statement of Investment Selection: Schedule I attached hereto.

### MANAGEMENT OF CLIENT'S ACCOUNT

- a. Appointment: The Client hereby appoints the Investment Adviser, and the Investment Adviser hereby agrees to serve, as investment adviser with regard to the Assets, on the terms and conditions set forth in this Agreement.
- b. Management of Assets. The Investment Adviser shall provide continuous supervision over the Assets in accordance with this Agreement and the Investment Guidelines, and, in connection therewith, may purchase, sell and otherwise deal with the Assets, in the name and on behalf of the Client and on terms and conditions determined by the Investment Adviser in a manner consistent with the Investment Guidelines and the other provisions hereof. The Client hereby grants the Investment Adviser authority to manage the Assets as provided in the foregoing sentence, subject to the other provisions of this Agreement. The Investment Guidelines may be altered from time to time only by a writing signed by the Client.
- c. Authority of Adviser. The Client hereby appoints the Investment Adviser to manage the Client's Account on a discretionary basis in accordance with the investment objectives selected by the Client. The Client understands that the Investment Adviser may execute any securities transaction in the Account without first obtaining the Client's approval.

### BROKERAGE AND CUSTODY

- a. The Investment Adviser has the discretionary authority to select broker-dealers on behalf on the Client. The Investment Adviser has selected National Financial Services LLC ("NFS") as the broker-dealer for the Client. The Client hereby appoints NFS as the broker-dealer for all securities transactions under this Agreement for the Account. The Account will be placed with NFS to execute purchase and sale orders, perform clearing of same and serve as the custodian for funds and securities held in the Account. Because the Investment Adviser's compensation in connection with a program may vary depending on the broker-dealer or custodian selected, the Investment Adviser may have a conflict of interest in such selection. At no time

will the Investment Adviser willfully or intentionally take custody or have access to such assets except for the debiting of advisory fees as provided for in Schedule II.

- b. NFS will provide execution of securities brokerage transactions for the Account that the Investment Adviser reasonably believes will constitute “best execution.” In seeking best execution, the following factors will be taken into consideration: the full range of the broker-dealer’s services, including the value of research provided, execution capability and commission rates. NFS may not necessarily obtain the lowest possible commission rates for Account transactions. Brokerage commissions and transaction fees are not charged separately to the Client. Brokerage operational fees such as the outgoing account transfer fee, account pledge fee and the termination of IRA accounts are subject to both annual and termination fees and as noted in the Investment Adviser’s compensation set forth herein on Schedule II.

## PROXIES AND CLASS ACTION LAWSUITS

- a. Unless otherwise instructed in writing by the Client, the Investment Adviser shall, in its discretion, exercise all voting rights and grant proxies with respect to all of the Assets. The Investment Adviser, through the use of a third-party vendor, shall use its best efforts to timely exercise, or to timely direct the Custodian to exercise, all such voting rights and grants of proxies. The Investment Adviser shall maintain a record of how it voted and such record shall be available to Client upon request, for a period of up to 5 years.
- b. The Investment Adviser can elect to participate in class action lawsuits involving securities owners on your behalf. Participation in a class action will be effected through the use of an unaffiliated third-party vendor. If the participation results in a recovery for you, the proceeds received will be net of the fees charged by the third-party vendor.
- c. The Investment Adviser uses the affiliated broker-dealer, Frost Brokerage Services, Inc. to introduce accounts to NFS.

## NON-EXCLUSIVE CONTRACT

Services to Other Clients. The Client acknowledges that the Investment Adviser may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from the advice given or the timing or the nature of action taken with respect to the Account. Nonetheless, the Investment Adviser shall implement procedures to ensure that investment opportunities are allocated fairly and equitably among the Client and the other clients of the Investment Adviser.

## AGGREGATION

Aggregation of Orders. The Client authorizes NFS, in its discretion, to aggregate purchases and sales of securities for the Account with purchases and sales of securities of the same issuer for other clients and for clients of the Investment Adviser’s affiliates. When transactions are so aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account and the accounts of other participating clients will be deemed to have purchased or sold their proportionate share of the securities involved at the average price so obtained.

## REPORTS OF ACCOUNTS

- a. Custody. The Client understands that the Investment Adviser will not act as Custodian or otherwise have any custody of the Assets (except to the extent it is deemed to have custody of Assets in relation to the debiting of advisory fees pursuant to rule 206(4)-2 under the Act, and when Client accounts are used as collateral for a secured loan from Frost Bank).
- b. Valuation of Assets. The Account shall be valued at the end of each calendar quarter by NFS and the valuation services NFS selects. Any security for which a current market quotation cannot be established shall be valued in a manner determined in good faith by NFS and its valuation service providers to reflect its fair market value.
- c. Reports. NFS shall send the Client a written report of the Account each calendar quarter within 15 days of the end of each calendar quarter.

## FEES

As compensation for its services hereunder, the Investment Adviser shall be entitled to an investment advisory fee in respect of the Assets, calculated and paid as set forth in Schedule II to this Agreement. The advisory fee does not include other transaction costs, or custody fees that may be applied to non-model assets. Also, the fee does not include management or other fees imposed by investment companies including, but not limited to, the Frost Funds, or other investment advisers. None of these other fees are paid to or are shared with the Investment Adviser. However, to the extent the Investment Adviser recommends that a client invest in the

Frost Funds, the Investment Adviser indirectly benefits from the investment in the Frost Funds as a result of the increase in total compensation to the parent company, Frost Bank and to the Frost Funds.

## REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. Representations and Warranties of the Investment Adviser. The Investment Adviser represents and warrants to the Client that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, that it has full power and authority to carry on its business as it has been and is conducted, and that it is duly registered with the U.S. Securities and Exchange Commission as an investment adviser under the Act, and will maintain such registration throughout the term of this Agreement.
- b. Duty of Care. The Investment Adviser shall fully and faithfully discharge all of its obligations, duties and responsibilities pursuant to this Agreement with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person in like capacity and acting in accordance with this Agreement would use in like situations.
- c. Confidentiality. The Investment Adviser shall retain as strictly confidential the transactions contemplated hereunder, including without limitation allocations of the Assets and the identity and composition of the investments that comprise the Assets, as well as all information about the Client received in performing services contemplated by this Agreement, except to the extent that disclosure thereof is or may be necessary or appropriate in the performance of any of its duties or responsibilities pursuant to this Agreement, as may be required by applicable laws, or to the extent that such disclosure may be authorized in the Frost Customer Privacy Statement concerning information sharing among Frost affiliates.
- d. Representations and Warranties of the Client. The Client represents and confirms that the employment of the Investment Adviser is authorized by the governing documents relating to the Account, that the Client has full power and authority to enter into this agreement, and that terms hereof do not violate any obligations by which the Client is bound, whether arising by contract, operation of law or otherwise, and, if the Client is a company, government, trust, estate or other entity, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon the Client in accordance with its terms, and (b) the Client will deliver to the Investment Adviser such evidence of such authority as the Investment Adviser may reasonably require, whether by way of a certified resolution or otherwise.
- e. Non-ERISA Accounts. The Client is not subject to the Employment Retirement Income Security Act of 1974, as amended, ("ERISA").

## RISK ACKNOWLEDGEMENT

- a. Risk Acknowledgement. The Investment Adviser cannot guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Investment Adviser may use, or the success of the Investment Adviser's overall management of the Account. The Client understands that investment decisions made by the Investment Adviser for the Account are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable.
- b. Limits of Liability. In providing such services, it is agreed that except for negligence, malfeasance, or violation of applicable law, neither the Investment Adviser nor any of its officers, directors, representatives, or employees shall be liable for (i) any action performed or for any errors of judgment in managing client's account under this Agreement; (ii) any loss arising from the Investment Adviser's adherence to the Client's instructions; or (iii) any act or failure to act by the Custodian, any broker or dealer to which the Investment Adviser in good faith directs transactions for the Account, or by any other third party.

## EFFECT OF TERMINATION

- a. Termination; Survival. This Agreement may be terminated at any time as to any or all of the Assets upon prior written notice given by the Client to the Investment Adviser. The provisions of Confidentiality and Risk Acknowledgement sections shall survive the termination of this Agreement. The Investment Adviser shall act with respect to the wind-up of the Account and associated matters in a manner consistent with terms and provisions of this Agreement, including, without limitation, the Duty of Care.
- b. Resignation. The Investment Adviser may resign as Investment Adviser hereunder upon prior written notice given by the Investment Adviser to the Client. The Investment Adviser shall act with respect to the wind-up of the Account and associated matters in a manner consistent with terms and provision of this agreement, including, without limitation, the Duty of Care.

## MISCELLANEOUS PROVISIONS

- a. Headings. The headings in this Agreement have been inserted for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement.
- b. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which counterparts shall together constitute one and the same instrument.
- c. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The Investment Adviser may not assign this Agreement (within the meaning of the Act) without the prior consent of the Client.
- d. Amendments, Modifications and Waivers. No amendment to this Agreement shall be effective unless in writing and signed by the Authorized Person of the parties to be bound thereby; provided, however, that the Investment Guidelines may be changed at any time by the Client by a writing signed by the Client and delivered to the Investment Adviser. The waiver by either party of any right or remedy on any occasion shall not be deemed a waiver of such right or remedy on any other occasion.
- e. Governing Law; Consent to Jurisdiction. This Agreement shall be construed and enforced according to the laws of the State of Texas applicable to agreements made and to be performed entirely within such State.
- f. Incapacity. The Client and/or their legal representative will hold the Investment Adviser harmless from any loss or liability incurred by reason of any action taken by the Investment Adviser after the Client's death or incapacity, but taken before the Investment Adviser has received notice of such death or incapacity.

## RECEIPT OF DISCLOSURES

Receipt of Form ADV and Privacy Policy. The Client acknowledges receipt of the Frost Privacy Policy, related Frost Customer Privacy Statement and Part 2A, 2B and 3 (Form CRS) of the Investment Adviser's Form ADV or other written disclosure statement as required by Rule 204.3 under the Act prior to executing this Agreement.

# CLIENT AUTHORIZATION

## Electronic Delivery Consent

In lieu of receiving documents in paper format, the Client authorizes, to the fullest extent permitted by law, the Investment Adviser to deliver any notices required pursuant to this Agreement, or documents relating to the Account, via the Investment Adviser's authorized e-mail system or by referring the Client to a secure internet site.

The Client agrees to immediately notify Investment Adviser of any changes to the e-mail address set forth below and to hold Investment Adviser harmless for non-delivery of any information that was not received by the Client due to changes of which the Investment Adviser was not informed. The Client acknowledges that the Client has access to a computer with the means to access such documents (including PDF software, available free of charge at Adobe's website [www.adobe.com](http://www.adobe.com)), and that the Client may incur costs accessing or printing the documents (e.g. online provider fees and printing costs). The Investment Adviser is not liable for these costs or any computer problems (including viruses) Client incurs in accessing the documents.



The term of this consent is indefinite, but the Client may revoke this authorization at any time by written notice. Client may also, without revoking this authorization, request from the Investment Adviser a paper copy of any document that the Investment Adviser delivers electronically pursuant to this authorization, and the Investment Adviser shall provide the Client with a paper copy of such requested document.

Client Initials:	Client Email Address:
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## Amendments to Agreements

By signing below, the Client agrees that Investment Adviser may amend this Agreement from time to time, which shall be effective thirty (30) days after written notice of the change to Client, and that Client's sole recourse in the event they object to the amendment shall be to exercise their right to terminate this Agreement. The Investment Adviser may amend this Agreement by using the foregoing notice provision to increase the fees it charges for financial planning and investment management services, but may not amend this Agreement to add fees that are not currently being charged.

Entire Agreement. This Agreement (including the Schedules), and any other documents executed in connection herewith, contain the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior or contemporaneous agreement, written or oral, with respect thereto.

<b>Signature Account Owner/Authorized Person</b>	<b>Printed Name</b>	<b>MM-DD-YYYY</b>
		
<b>Signature Account Owner/Authorized Person</b>	<b>Printed Name</b>	<b>MM-DD-YYYY</b>
		

<b>OFFICE USE ONLY Accepted by:</b>		
Name	Signature	MM-DD-YYYY