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Form C-1i

Advisory Agreement FINANCIAL CONSULTING

Client Name _____ Tax ID _____

Client Name _____ Tax ID _____

Investment Advisor Representative Johnson Bixby KMS IAR No. _____

“Client” hereby establishes an advisory services relationship with KMS Financial Services, Inc. (“KMS”) through the above referenced KMS Investment Advisor Representative (“Advisor”) and appoints said Advisor to facilitate and execute investment advisory services. This Agreement is effective upon its acceptance by KMS. Acceptance is implicit in the commencement of advisory services and/or the initial billing for advisory fees as described herein.

1. SERVICES: KMS and its Advisor will provide the service(s) selected by Client as described herein. Advisor will make recommendations based on information provided by Client; but, the ultimate decision to implement such recommendations rests with Client. Any projections are for illustration purposes only and are not intended to be predictive. Neither KMS nor Advisor can offer any guarantee or general assurance that certain financial objectives or investment results will be achieved.

2. RETIREMENT PLAN PARTICIPANT ALLOCATION REVIEW SERVICES: In the event KMS and its Advisor are providing securities and / or advisory services through the above named Advisor to the Client’s employer sponsored retirement plan (“Plan”), the services provided to the Plan **do not** include the provision of individualized investment advice to plan participants. Client acknowledges that any securities or advisory services that are provided to you through Advisor **are not** covered by any agreement with the Plan or your employer.

3. CLIENT INFORMATION: Client will provide information as requested by KMS or Advisor pursuant to undertaking the specified services, and agrees to inform Advisor of any future material changes. Recommendations provided under this Agreement will be based on such information.

4. NO LEGAL OR ACCOUNTING ADVICE: KMS and Advisor are not engaged in the practice of law or accounting. Prior to relying on advice given by KMS or Advisor, it is Client’s responsibility to retain and seek the *advice* of, at Client’s expense, legal and/or tax professionals as may be necessary to conduct Client’s affairs.

5. CONFLICTS OF INTEREST: In the course of Advisor’s services to Client, Advisor may recommend purchase of securities, insurance products and/or managed accounts. In each instance, if Client agrees to proceed with the recommendation, KMS and Advisor may receive compensation, either in the form of an advisory fee or a commission on the sale of a security, or both. Under these circumstances, KMS and Advisor would have a financial interest in the transaction, which may constitute a conflict of interest. Client is under no obligation to purchase investments or insurance products through KMS or Advisor.

Services and information provided by Advisor pursuant to this Agreement may, in certain respects, be similar in substance to services and information delivered to Client pursuant to other contracts with financial, legal, or tax professionals. Most notably, services provided under this Agreement pursuant to the Client’s assets in an employer-sponsored retirement Plan may be similar to services and information for which that Plan contracts with KMS or some other provider on behalf of *all* participants in the Plan. Client hereby acknowledges that the services provided under this Agreement are separate and distinct from any services contracted by the Plan, not least by virtue of the fact that Client is selecting Advisor on an individual basis independent of the Plan’s selection of service providers. Client further acknowledges that the compensation cost specified in this Agreement is *in addition* to whatever cost Client or Plan may bear for services contracted by the Plan.

6. CONFIDENTIAL INFORMATION: All information, recommendations, and advice furnished by Advisor or KMS under this Agreement shall be regarded as confidential by Client and shall not be disclosed to any person or entity without prior written consent. Notwithstanding the foregoing, such consent is hereby granted with respect to Client’s other professional advisors, *i.e.*, accountant, attorney, tax preparer, etc.

7. TERMINATION AND ASSIGNMENT: Either party may terminate this Agreement at any time by written notification. In the event of such termination, Client is entitled to a refund of any “unearned” portion of fees already paid, on a pro rata basis. This Agreement may not be assigned by either party without prior written consent of the other party.

8. RECEIPT OF WRITTEN INFORMATION & EFFECTIVENESS OF AGREEMENT: Client acknowledges that Advisor has provided a copy of KMS’ Form ADV Part 2A Firm Brochure and the 2B Brochure Supplement specific to Advisor providing services herein. Client agrees that delivery of the aforementioned documents and subsequent updates may be in hard copy form or by electronic communication. Unless Client received said Form ADV Part 2A Firm Brochure and 2B Brochure Supplement prior to or at the time of executing this Agreement, Client may cancel this Agreement within five days of execution by written notice to KMS. In such case, Client shall be responsible for transactions executed before receipt of such notice. Client understands the investment approach, related risk factors, and the fees associated with investing. A current copy of KMS’ Form ADV Part 2A Firm Brochure and the relevant 2B Brochure Supplement is available to Client at no charge any time by contacting KMS.

