



Advisory Agreement

This is an "Agreement" between AboveRock LLC (Adviser),  
a Florida Limited Liability Company registered with the state as an Investment Adviser (RIA), &

\_\_\_\_\_ (each a "Client"),

and is effective as of the date all human beings, human persons to whom this Agreement applies execute this Agreement.

The Client(s) have engaged Adviser via the Adviser Representative to provide services of the type indicated below on a continuous basis with respect to the investment advisory program.

Item 1

Type of Service (please initial by the 'X'):

	<u>Client</u>	<u>Client</u>
1) Ongoing Investment Supervisory & Advisory Services	_____	_____
2) Ongoing Asset Management Services	_____	_____
3) Ongoing Investment Review	_____	_____
4) Ongoing Employer's Retirement Plan Review & Analysis	_____	_____
5) Ongoing Monthly/Quarterly Review Calls	_____	_____

Adviser, via the Adviser Representative, shall deliver the above-noted services after reviewing, analyzing & assessing the Client's present & ongoing financial status & condition in a Fiduciary capacity based largely on the information provided by the Client. By signing this document, each Client therefore agrees to provide the Representative with complete and accurate information during the Representative's initial, and ongoing, Client data gathering and updating process. Clients hereby also agree to inform their Representative promptly regarding any changes with respect to the information provided, or the Clients' overall financial situation.

Clients agree and, by initialing below, acknowledge each of their understanding & acceptance that:

i) Neither Adviser nor Adviser Representative has or can guarantee that implementing of any of the Representative's recommendations with respect to Client accounts will achieve the desired or expected results;

\_\_\_\_\_

ii) Past performance is not a guarantee of future performance/results. Investing in both fixed-income and variable markets (domestic, foreign, global) involves numerous risks including the risk of loss of principal amount invested;

\_\_\_\_\_



iii) Neither Adviser nor Adviser Representative is in the legal practice of taxes or estates;

\_\_\_\_\_

iv) Clients consent to receiving account, portfolio, supervisory and other financial, personal, non-public information and communication including, but not limited to, account statements, Adviser's Firm Brochure, agreements and privacy policy via regular, overnight and/or electronic mail, and/or through a secure site on the internet, from Adviser, Custodian, broker-dealer, or the investment or insurance company, as applicable;

\_\_\_\_\_

v) The Representative is required to, and must open Client accounts via a Custodian where Adviser custodies Client assets (ie...funds and securities), unless a written document from the Client's existing Custodian with all of the appropriate signatures, including Client signatures, allows said Representative to engage in services noted above with the existing Custodian via Adviser;

\_\_\_\_\_

[Item 2](#)  
[Rate Options](#)

Clients agree to compensate the Representative by paying advisory fees payable to AboveRock LLC for services to be provided in accordance with the rate and payment options selected below:

Total Regulatory Assets Under Management\*: \$ \_\_\_\_\_

Percentage Rate: \_\_\_\_\_ % Total Advisory Fees\*\*: \$ \_\_\_\_\_

\*As disclosed & provided to Client(s) via the Portfolio Values Sheet;  
\*\*As disclosed & provided to Client(s) via the Revised Fee Agreement (if applicable);  
\* & \*\* disclosed & provided at, or before, the Signing of this Advisory Agreement, and at the beginning of each quarter thereafter during the term of this Agreement.

[Item 3](#)  
[Payment Options](#)

i) Payment Is Due Thirty (30) Calendar Days From Billing Date \_\_\_\_\_

ii) Clients Are Invoiced Quarterly In Advance \_\_\_\_\_

[Item 4](#)  
[Termination of Agreement](#)

Clients may terminate this Agreement within five (5) business days after the processing date of this document. After five days, this Agreement may be terminated with a 30-day written notice to Adviser sent via Certified US Mail to its Principal Place of Business Address on the Firm's Disclosure Brochure.

In case this Agreement is terminated during a current quarter, the Client will be refunded a pro-rata portion of the advisory fees for the quarter from the date of the termination to the end of the quarterly period.

Please know that this Agreement's termination also terminates the Services in Item 1 of this Advisory Agreement & concludes the Adviser-Client relationship.

[Item 5](#)  
[Assignment](#)

This Advisory Agreement may not be assigned or conveyed, or any of the rights, obligations or interests herein transferred.

[Item 6](#)  
[Amendments \(AA, LPOA, Other Adviser-Client Agreements, As Applicable\)](#)

Adviser reserves the right, and shall, when required to do so to comply with existing and evolving rules or other legal and regulatory requirements and to, on a continuing basis, preserve the integrity while further clarifying its relationship with Clients, add, change, modify and/or amend existing Agreements as and when needed, and where applicable. When such additions, changes, modifications and/or amendments are reviewed & approved by the Founder, Owner, President & Chief Compliance Officer of the Firm Sir & Mr. Bharadwaj "Brad" Venkata Sesha "V. S." Nippani on behalf of the Adviser, updated Agreements shall immediately be generated and forwarded to Clients by the Representative for signatures. Once the Clients have reviewed, asked, inquired, sought clarity, understood the changes, and have signed and dated the Agreements and they have been signed, dated and processed by the Adviser, copies of the updated Agreements with the new effective dates will be provided to Clients. In such instances, and in accordance with regulations, all previously effective Agreements shall be considered terminated, invalid, null and/or void, as applicable.

[Item 7](#)  
[Waivers, Prohibitions, Hedge Clauses](#)

This Agreement does not include any provision or item which waives compliance with any rule, legality or regulation nor does it contain any hedge clause.



Item 8  
Signatures

By signing below, I/We accept the terms of this Agreement, and acknowledge receipt of a copy of the Firm's Disclosure Brochure (Adviser's Form ADV – Parts 2A & 2B) dated \_\_\_\_\_, 20\_\_\_\_, & the Firm's Privacy Policy dated \_\_\_\_\_, 20\_\_\_\_.

This Agreement is not effective until it has been processed by AboveRock LLC.  
This Agreement shall terminate one year from the date it has been processed by AboveRock LLC.  
This Agreement shall be completed along with the Firm's Discretionary Investment Advisory & Asset Management (LPOA) Agreement & other required Client account documents.

\_\_\_\_\_  
Client Name (Print)    Client Signature    Date Signed

\_\_\_\_\_  
Client Name (Print)    Client Signature    Date Signed

\_\_\_\_\_  
Client Address

\_\_\_\_\_  
Representative Name (Print)    Representative's Signature    Date Signed

\_\_\_\_\_  
Representative's Address

\_\_\_\_\_  
Founder, Owner, President & Chief Compliance Officer Name

\_\_\_\_\_  
Founder, Owner, President & Chief Compliance Officer Signature    Date Processed

AboveRock LLC  
PO Box 550508, Jacksonville, Florida 32255.  
T +1 904 535 2860 / [bvsn\(at\)aboverock\(period\)com](mailto:bvsn(at)aboverock(period)com) / [www\(period\)aboverock\(period\)com](http://www(period)aboverock(period)com)  
Services Offered Through AboveRock LLC – A Registered Investment Adviser.

\_\_\_\_\_  
[Advisory Agreement \(AA\) – 100118](#)  
[\(This Document Is Four Pages & Is Incomplete Without All Four Pages\)](#)