



[Discretionary Investment Advisory & Asset Management Agreement  
Limited Power of Attorney](#)

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.

[Item 1  
Authorization](#)

It is understood that this Agreement **does not** grant Adviser the Authority to:

- i) withdraw, debit, write checks, disburse or transfer from (or deposit, credit, write checks or transfer to) Client Accounts, any funds, money or securities, ie...obtain possession, control or Custody Client funds or securities ((**except** as noted in Items 15, 16 or 17 (on Page 4 of 6 of this document, also disclosed in Adviser's Firm Brochure) regarding payment of Advisory Fees by Clients, & from Client accounts)),
- ii) direct, transfer, disburse or authorize money from Client Accounts to third parties,
- iii) make changes to an Account's registration (including, but not limited to, the address of record),
- iv) open or close Accounts in AboveRock LLC's sole discretion **except** to follow-up with Custodian, and only after written instructions from Client have been sent directly to Custodian and Adviser has obtained a copy of such instructions from Client and has independently verified receipt of such instructions by Custodian,
- v) receive stock certificates and any other securities, instruments or checks, made payable to Custodian, a third party or any other entity, to then be forwarded to Custodian, a third party or any other entity.

This Agreement **does** grant Adviser the Limited Discretion, or Limited Authority, to:

- i) buy, sell, exchange, convert, reallocate, rebalance, supervise, manage, trade, or otherwise acquire, or dispose of, shares of stocks, bonds, options, exchange-traded funds, mutual funds, separate accounts in insurance instruments and any other securities, financial instruments and/or investment vehicles as permissible via AboveRock LLC's registration in and/or among Client Accounts, gather data for report preparation, access, retrieve &/or receive, as applicable and permitted by rules & legalities, information regarding one or more Client Accounts held at institutions via the telephone, fax and/or the internet for purposes set forth herein,

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- ii) determine which securities and/or investment instruments are purchased or sold, including determining the amount or quantity, time and price at which such transactions (orders) are executed in Client Accounts,

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- iii) write options, including covered options, uncovered options or spreading strategies in Client Accounts.

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iv) understand, ask, inquire, seek clarity, then abide by applicable rules, regulations, requirements and legalities, & requests during the term of this Agreement.

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[Item 2](#)  
[Account Information](#)

AboveRock LLC shall send to Client communications (on paper and/or via electronic medium) including, but not limited to, trade and transaction confirmations, statements, invoices, portfolio values sheets, privacy policy and other documents, at the time of execution, and thereafter, on a monthly, quarterly or an annual basis, as applicable, via regular/overnight mail, e-mail, and/or through a secure site on the internet.

Custodians, broker-dealers, clearing firms and other financial institutions, as legally required, also send periodic statements, trade and Account activity confirmation statements and documents.

[Item 3](#)  
[No Legal and Tax Advice, Control of Adviser](#)

AboveRock LLC is not in the legal practice of taxes or estates, & AboveRock LLC is independently owned, governed & operated by the Founder, Owner, President & Chief Compliance Officer of the Firm Sir & Mr. Bharadwaj "Brad" Venkata Sessa "V. S." Nippani, & is not controlled, employed by, or under the common control of, Custodians, broker-dealers, clearing agents &/or any other entities or individuals.

The Founder, Owner, President & Chief Compliance Officer of the Firm Sir & Mr. Bharadwaj "Brad" Venkata Sessa "V. S." Nippani is also the Firm's Principal Executive Officer.

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

During its Term, this Authorization shall remain in full force and effect until a written notice of a) revocation or termination of this Authorization, b) death, or c) incapacitation of the Client(s), is received by AboveRock LLC at the Firm's office in Jacksonville, Florida.

[Item 5](#)  
[Additional Terms](#)

In addition to, and without adversely affecting, the terms and conditions set forth in this Authorization, Adviser respectfully requires that Client(s) not, at any time, take actions, place orders, and/or direct the Account(s), without first informing the Adviser of such an intent.

Clients are advised that it is their responsibility to send any and all checks directly to the Custodian. Adviser does not accept checks from Client or any other entity made payable to Custodian, to then be forwarded to the Custodian, a third party or any other entity.

By signing this document, Clients acknowledge and consent to the recording of any telephone conversations between them and Adviser. Clients understand that such recordings are required to confirm transactions, specific conversations, and for other valid purposes as deemed necessary during the term of this Agreement.

## Item 6

### Basis and Scope of Advice

Clients acknowledge that AboveRock LLC obtains market, economic and investment information, among others (noted in Item 8 of Adviser's Form ADV Part 2A/Firm Brochure), from a variety of sources and has no sources nor claims to have sources of inside or private information. Recommendations are made based on Adviser's professional judgment after considering all factors pertinent to the Client while upholding AboveRock LLC's Fiduciary Duty to Clients.

Clients understand that AboveRock LLC does not guarantee results and that Account fluctuations including losses will occur in Accounts supervised and managed by Adviser.

Clients understand that AboveRock LLC will seek best execution of securities transactions for Client Accounts from Custodians and/or clearing firms, as applicable.

Adviser shall execute transactions through Shareholders Service Group & Pershing's NetX360, an Online Account Trading Platform, or through representatives of Custodians and financial institutions, and will not derive any commissions from such transactions.

## Item 7

### Client Responsibilities

Clients agree to inform Adviser of any material or adverse changes including changes to income, status, income tax situation or estate, and shall promptly respond to any pertinent inquiries made by Adviser.

Clients agree to permit AboveRock LLC to consult with, and obtain, information about Clients from their accountant, legal representative or other advisor(s). AboveRock LLC shall not be required to verify any information obtained from Clients, or their accountant, legal representative or other advisor(s) and is authorized to rely on the information obtained to provide the Firm's services.

Clients agree to review and compare transaction confirmations, statements and other Account information received from Custodians with those received from Adviser on a regular basis (at least monthly) and shall promptly notify Adviser of any errors or discrepancies, or if Clients wish to have Adviser conduct a review of the current holdings and allocations in their Client accounts.

## Item 8

### Confidentiality

While affirming the responsibility to understand, ask, inquire, seek clarity and abide by applicable legal & regulatory rules & requirements, Adviser and Clients shall treat as confidential any and all information shared, and actions taken, pertinent to Client Accounts.

## Item 9

### Fees for Services

Advisory Fees for Services are governed in accordance with Item 5 of the Adviser's Form ADV Part 2A (Firm Brochure) and are disclosed in the Advisory Agreement.

## Item 10

### 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 11](#)  
[Assignment](#)

This Limited Power of Attorney may not be assigned or conveyed, or any of the rights, obligations or interests herein transferred.

[Item 12](#)  
[Complete Agreement](#)

This Agreement, together with all applicable Adviser-Client Agreements, represent the "Complete Agreement" between the Clients and the Adviser regarding Adviser's Services.

[Item 13](#)  
[Unenforceability](#)

Any provision in this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall not invalidate the remaining provisions in this Agreement.

[Item 14](#)  
[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 the Advisory Agreement & concludes the Adviser-Client relationship.

[Item 15](#)  
[Authorization To Adviser To Bill Client Directly Via Invoice](#)

Clients, by initialing below, acknowledge and agree to have Adviser bill Clients directly for Fees via an Invoice, and, upon reviewing such an Invoice for calculation, clarity and correctness, pay Fees due, to Adviser.

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[Item 16](#)  
[Authorization To Custodian To Deduct & Pay Fees Per Invoice Provided By Adviser](#)

Clients, by initialing below, acknowledge and agree to first review Invoice provided by Adviser to Clients for calculation, clarity and correctness, verifying it with Custodian at their discretion, and acknowledge,



agree and authorize Custodian to deduct Fees per Invoice provided by Adviser to Custodian, and pay Adviser Fees billed via such an Invoice.

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Item 17

Authorization To Custodian To Deduct & Pay Fees Per Invoice Provided By Client

Clients, by initialing below, acknowledge and agree to first review Invoice provided by Adviser to Clients for calculation, clarity and correctness, verifying it with Custodian at their discretion, and acknowledge and agree to provide Invoice to Custodian authorizing Custodian to deduct Fees and pay Adviser Fees billed via such an Invoice.

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Item 18

Authorization To Provide Duplicate Confirmations And Account Statements To Adviser

Clients hereby authorize Custodian, broker-dealer or a financial institution, as applicable, to provide duplicate confirmations, Account(s) statements, and other documents relevant to account, including any activity therein, to Adviser.

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Item 19

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 20

Additional Client Instructions

(Please attach separate sheets, if necessary)

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