

3.BHL - Registr - Sample IAA(1)(Local Counsel)

LIMITED ENGAGEMENT (NO LEGAL ADVICE) PURCHASE OF SAMPLE AGREEMENT TEMPLATE FOR LOCAL COUNSEL

This Limited Engagement (No Legal Advice) – Purchase of Sample Template for Local Counsel, which includes and incorporates the attached exhibit, (the "Agreement") will set forth the terms and conditions regarding the services to be rendered under this engagement.

Parties

This Agreement is between Bryan Hill Attorney at Law, located at 6910 Pacific Street, Suite 102, Omaha, NE 68106, ("BHL") and the purchaser as described below ("Purchaser").

Scope of Engagement - Temporary & Limited

The services of this Agreement will be temporary and limited to BHL providing Purchaser with the sample agreement template(s) described in Exhibit A attached hereto. BHL is not providing any legal advice or legal representation to Purchaser under this Agreement. This engagement should not be considered an ongoing or continuous engagement of BHL by Purchaser.

No Guarantees of Success

BHL makes no promises or guarantees to Purchaser regarding the outcome of utilizing any sample agreement templates provided under this Agreement. Purchaser understands that BHL has made no representations, promises or warranties concerning the likelihood of a favorable outcome with respect to any sample agreement templates provided by BHL.

Fees

There will be a fixed fee of \$_____ ("Fixed Fee") charged to Purchaser for the sample agreement template, as described in Exhibit A, provided by BHL to Purchaser. This Agreement does not include BHL serving as Purchaser's attorney, representing Purchaser, providing legal advice or making any modifications or revisions of any sample agreement template provided by BHL to Purchaser. The Fixed Fee shall be considered earned by BHL upon presentment of the sample agreement template, and BHL is authorized to deduct the amount of the Fixed Fee from



Purchaser's retainer upon the presentment of the sample agreement template to Purchaser.

Initial Retainer Amount

It will be necessary for Purchaser to pay in advance a retainer initially in the amount of \$_____ that will be available for BHL to bill against for its services. BHL will not commence any work on behalf of Purchaser under this Agreement until BHL has received the initial retainer from Purchaser.

Unless otherwise agreed to in writing by BHL, Purchaser's retainer, fees paid in advance and other Purchaser funds held in trust will be kept in BHL's client trust account at Wells Fargo Bank NA. The interest accruing on BHL's client trust account, net of any allowable monthly service charges, will be paid to the Lawyer Trust Account Commission; no funds deposited in BHL's client trust account will earn interest for Purchaser.

In the event that Purchaser also holds accounts with significant balances at Wells Fargo Bank NA, Purchaser will provide BHL with written notice of the existence of such accounts and the possibility that the combined value of Purchaser's own accounts at Wells Fargo Bank NA and Purchaser's retainer, fees paid in advance and other Purchaser funds held within BHL's client trust account at Wells Fargo Bank NA exceeds the basic FDIC deposit insurance coverage limit. (The basic FDIC deposit insurance coverage limit is not applied per account, but instead it refers to the total of all deposits that an accountholder has at a particular FDIC-insured bank, including those funds held on behalf of an accountholder in an attorney's client trust account. The coverage limit of the basic FDIC deposit insurance is currently \$250,000. For a more thorough or current explanation, please refer to www.FDIC.gov.)

Payment via Credit Card

BHL can accept payment via credit card. Purchaser agrees that if Purchaser has a dispute with BHL, Purchaser will not raise this dispute with Purchaser's credit card company or seek adjudication of any dispute with BHL through or by Purchaser's credit card company. Purchaser agrees that if Purchaser pays the fees via credit card, Purchaser will not instruct Purchaser's credit card company to reverse such charges.

Billing Date & Deduction from Retainer

BHL's standard billing dates and events are the following: (1) the first business day of each month; (2) the date when incurred fees will cause the retainer balance to drop below the minimum balance requirement described below; (3) the date or thereafter that BHL presents the sample



agreement template to Purchaser; and (4) the date the engagement is terminated by either Purchaser or BHL or the matter is concluded. Upon electronic presentment (via email) of the invoice to Purchaser, BHL will deduct the amount owed for the previous billing period from the retainer. Purchaser agrees to notify BHL within ten (10) days of receipt of BHL's invoice if Purchaser disputes any entry on the invoice.

Refund of Retainer

BHL will not honor any request by Purchaser for a refund of the retainer in the amount of the applicable Fixed Fee if BHL has already presented the sample agreement template to Purchaser. In the event that there's any remaining balance of the retainer after the deduction of fees owed to BHL (and 2.9% of any remaining retainer balance if Purchaser paid the retainer by credit card) from the final invoice at the termination or conclusion of this engagement, those remaining proceeds will be refunded to Purchaser.

Termination

BHL and Purchaser will each have the right to terminate this engagement for any reason at any time upon notification in writing to the other party. Purchaser acknowledges that BHL will terminate this Agreement if BHL believes that the professional integrity or ethical obligations of one of its attorneys has been comprised. Upon such termination, Purchaser will remain responsible for any unpaid billings for services rendered.

Disposition of Purchaser Files

During the term of this engagement and thereafter, Purchaser will be responsible for maintaining Purchaser's own copies of any documents provided by Purchaser to BHL, all communications between Purchaser and BHL and any documents provided by BHL to Purchaser during this engagement.

At the conclusion of this engagement, Purchaser is advised that BHL will return to Purchaser a copy of the documents in Purchaser's files and any original documents provided by Purchaser upon Purchaser's request. Purchaser agrees to pay for all reasonable expenses associated with such request by Purchaser including, as applicable, the scanning, copying, postage, overnight and courier services and \$30 per hour (billed in five minute increments) for time spent by BHL staff members on such request, BHL recommends that Purchaser request the return of and preserve in Purchaser's own recordkeeping system all original documents from Purchaser's file. Purchaser otherwise authorizes BHL to destroy in a secure manner the information and documents contained in BHL's file after five years from the date the legal services are completed.



Consent to Internet Use & Communication

BHL makes extensive use of the Internet for communication with its clients. In particular, BHL uses email, Internet conferencing, "cloud" computing services, and online meetings. BHL believes these third-party services are generally secure. However, Purchaser should be aware that BHL has no control over these third-party service providers or how such third-party service providers store BHL and Purchaser's data. This could create a risk of inadvertent data destruction, unavailability, disclosure or even misuse.

BHL will utilize its best efforts to protect sensitive information; however, full protection cannot be guaranteed. By acceptance of the terms of this Agreement, Purchaser consents to BHL's use of the Internet and electronic communications between BHL and Purchaser.

In order to preserve confidentiality, Purchaser should not communicate with BHL through any email address which is owned, under surveillance or controlled by a third-party such as an employer. Likewise, Purchaser should not utilize a third-party's computer or electronic device to send or receive email communications or store emails, documents or data regarding this engagement.

Purchaser also acknowledges that there is a risk that a third-party may attempt to intercept email communication between Purchaser and BHL or hack (obtain unauthorized access to) the computers, electronic devices or cloud computing services where such confidential communication is sent, received and/or stored.

For purposes of this engagement, BHL will communicate with Purchaser using the following email address(es):

For purposes of communicating over the Internet with BHL, Purchaser will only use computers and/or electronic devices that have up to date operating system security patches, firewall antivirus and malware software programs installed. Purchaser will immediately notify BHL in writing if any computer (or network connected to such computer), electronic device or email account utilized by Purchaser to communicate over the Internet with BHL has been or is suspected of being hacked by a third-party.

In order to protect against unauthorized access and/or meet regulatory privacy obligations, BHL strongly recommends that Purchaser refrain from sending via email any document with a full social security number or account number to BHL. BHL has an online portal, which is available upon request, for Purchaser to transmit (via an https encrypted connection) documents with sensitive or confidential information.

Mediation



In the event a dispute should arise between Purchaser and BHL, Purchaser may elect and BHL agrees to engage in non-binding mediation before a mediator who is mutually acceptable to both parties.

Affiliate Is Not a Law Firm

RIA Compliance Consultants, Inc. ("RCC") is a compliance consulting firm and an affiliate of BHL. Both RCC and BHL are under common ownership and control. Although RCC is an affiliate of a law firm and RCC may have an individual on its staff that is also licensed as an attorney providing legal services in a completely separate capacity through BHL, RCC is not a law firm or an attorney and does not provide legal services.

Purchaser also acknowledges that the common ownership and control of RCC and BHL creates a conflict of interest if RCC refers Purchaser to BHL or if BHL refers Purchaser to RCC. Under such circumstances, BHL/RCC is biased and lacks objectivity when referring Purchaser to its affiliate. As a result, Purchaser should conduct Purchaser's own independent investigation and due diligence of BHL/RCC before executing this Agreement when referred by an affiliate.

In the event that Purchaser engages RCC, Purchaser acknowledges that Purchaser is aware that a compliance consulting relationship with RCC is not provided those legal and professional protections that normally exist under an attorney-client relationship such as the following: (a) privileged communication between an attorney and client; (b) the requirement for an attorney to use a client trust account for safekeeping of legal fees paid in advance by a client; (c) the requirement for an attorney to maintain professional liability insurance; or (d) prohibitions preventing an attorney from having impermissible relationships with clients, representing other persons with conflicting interests, receiving referral fees from third-party vendors, or prospectively limiting liability for malpractice through a contractual provision in a client agreement. It is strongly recommended that prior to entering into an engagement with RCC, Purchaser should retain an attorney, who is not affiliated with BHL, to review and provide Purchaser with independent advice regarding the terms of such an engagement. Purchaser is under no obligation to utilize the compliance consulting services of RCC.

Not Intended to Detect Fraud

Purchaser understands that the services provided by BHL under this Agreement are not intended to detect or prevent fraud, misrepresentations, selling away, ponzi schemes, undisclosed outside business activities, inaccurate or false fee calculations, theft, misappropriation or unlawful conversion of client funds by Purchaser or Purchaser's owners, directors, officers, employees, investment adviser representatives, custodians, third-party money managers, investment sponsors, vendors or outside professionals.



EXHIBIT A

TEMPORARY & LIMITED SCOPE OF ENGAGEMENT & DUTIES OF PURCHASER

1. **Sample agreement template.** The scope of the services to be performed under this engagement will be temporary and limited to BHL providing for the Purchaser the following sample agreement template for use by Purchaser's local legal counsel:

This sample agreement template should not be considered or treated as legal advice. The services of BHL under this Agreement are limited strictly to the administrative role of providing a sample form.

2. **No Legal Advice from BHL.** The scope of this engagement does not include BHL providing any legal research or legal advice to Purchaser.
3. **Sample agreement template is Not Customized.** The services under this Agreement do not include BHL drafting or otherwise preparing a customized agreement. Purchaser understands that any sample agreement templates and language provided by BHL has not been customized to Purchaser's circumstances or the legal and regulatory requirements of Purchaser's state or applicable regulators. Purchaser understands that the scope of these services does not include BHL interviewing Purchaser, researching any legal requirements, reviewing Purchaser's regulatory disclosures, customizing the sample agreement template, answering substantive questions about legal issues or modifying/editing/revising such sample agreement template following Purchaser and Purchaser's local counsel's review of such agreement. Purchaser agrees that Purchaser and Purchaser's local legal counsel will be solely responsible for carefully reviewing, editing and customizing this sample agreement template to ensure the final version of this sample agreement template is accurate/truthful and consistent with Purchaser's Form ADV, Purchaser's actual business practices and applicable laws and regulations.
4. **Need Local Counsel's Assistance with Finalizing Sample agreement template.** Purchaser acknowledges any sample agreement template provided by BHL is for general example purposes and needs to be finalized by Purchaser with the assistance of local legal counsel. The sample agreement template is not intended to cover every relationship or arrangement and cannot anticipate the specific facts associated with each situation. The sample agreement template has not been designed to meet the requirements of all securities regulators or the contract law of any particular state, and Purchaser and Purchaser's local legal counsel are solely responsible for researching the requirements of the applicable securities regulators and applicable contract law.

Prior to submitting the above referenced sample agreement template to a securities regulator or using with investment advisory clients, investment adviser representatives or other investment advisers, Purchaser will thoroughly review any sample agreement templates provided by BHL to ensure that such document is accurate and consistent with Purchaser's desired terms, actual practices and Form ADV. Purchaser will immediately advise Purchaser's local counsel of any

unwanted terms, inaccuracies, omissions or inconsistencies that Purchaser finds in such investment advisory agreement. If Purchaser does not understand any particular disclosure or term within such sample agreement template, Purchaser will immediately inform Purchaser's local legal counsel.

5. **Not Representing Purchaser in Negotiation/Execution.** Purchaser understands that the services of BHL under this Agreement do not include representing Purchaser during the negotiation or execution of a finalized version of the sample agreement template with another party.
6. **No Monitoring or Updating.** Purchaser is aware that the finalized version of the sample agreement template may become outdated, and Purchaser may need to update or discontinue use of the of the finalized version of the sample agreement template. The scope of this engagement under this Agreement does not include BHL updating the sample agreement template when it becomes outdated or notifying Purchaser of changes in applicable law or regulations. Furthermore, the services under this Agreement do not include BHL monitoring and/or informing Purchaser about subsequent related developments that may be of interest to Purchaser once the agreed upon work under this Agreement is completed.
7. **No Guarantee or Regulatory Acceptance.** BHL cannot guarantee that any sample agreement template provided by BHL will be received favorably or approved by a securities regulator without further changes to such agreements. Purchaser understands that (a) BHL is not representing Purchaser before a securities regulator and (b) depending upon the circumstances, a securities regulator may require Purchaser to modify the finalized version of the sample agreement template, which is solely the responsibility of Purchaser to work with local legal counsel regarding such matters.
8. **Purchaser Required to Retain Local Counsel.** The attorneys of BHL are not admitted to the bar in Purchaser's local jurisdiction. BHL is not serving as Client's legal counsel. This sample agreement template has not been reviewed and approved by legal counsel in Purchaser's local jurisdiction. The services under this Agreement are not a substitute for Purchaser retaining local legal counsel. As a result, Purchaser agrees to retain local legal counsel to review, customize and approve any sample agreement templates provided by BHL. Purchaser acknowledges that by using sample agreement templates provided by BHL without local legal counsel's review and approval, Purchaser is undertaking the risk that such sample agreement templates are not legally enforceable and may fail to best protect Purchaser's interests.
9. **Not Work Made for Hire & Limited, Non-Exclusive License.** BHL shall retain sole ownership of the copyright of all materials provided by BHL under this Agreement. BHL may use the materials provided by BHL under this Agreement for parties or investment advisors other than Client without any limitations, restrictions or charges to BHL. Under no circumstances shall any materials provided by BHL pursuant to the Agreement constitute works made for hire under copyright law. BHL shall grant Client a limited, non-exclusive license to use the materials provided by BHL under this Agreement in the following manner and under only these conditions:

- Client may utilize materials provided by BHL under this Agreement for the purpose of preparing agreements (with the assistance of local legal counsel) solely for an investment advisor owned or controlled by Client or Client's parent, subsidiary, affiliate or successor;
- Client may not distribute for use the materials provided by BHL under this Agreement for use or modification by any other investment advisor except for an investment advisor owned or controlled by Client's parent, subsidiary, affiliate or successor;
- Client may not sell the materials prepared by BHL under this Agreement; and
- Client may not transfer, assign or sell this limited, non-exclusive license to a third-party (except for Client's parent, subsidiary, affiliate or successor) without BHL's written authorization.

X

Signature Certificate

Document name: 3.BHL - Registr - Sample IAA(1)(Local Counsel)

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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