

TRIP CONSULTANT AGREEMENT

THIS AGREEMENT, dated as of _____, 200__ by and between THOMAS ROULSTON III INVESTMENT PARTNERS INC. (“TRIP”) and ‘Name of Person’ (“CONSULTANT”).

WITNESSETH

WHEREAS, Thomas Roulston III Investment Partners Inc., an Ohio corporation with its principal place of business at 6140 Parkland Blvd. Suite 150 Mayfield Hts. Ohio 44124, is an investment adviser registered with the Securities and Exchange Commission (“SEC”) pursuant to the Investment Advisers Act of 1940, as amended (the “Act”);

WHEREAS, CONSULTANT, having a principal place of business at {insert address}, and acting as an independent contractor pursuant to the terms and conditions set forth below, desires from time to time to introduce and in a professional capacity assist certain individuals and entities (“INVESTORS”) to TRIP;

WHEREAS, those Investors introduced to, and accepted by, TRIP shall be deemed CLIENTS of TRIP (“CLIENTS”) for the purpose of and subject to the terms and conditions of this Agreement;

WHEREAS, TRIP, pursuant to the terms and conditions set forth below, desires to compensate CONSULTANT for introducing and continuing to consult with such CLIENTS in their professional capacity when it may be of assistance in serving the client’s best interests.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Services to be Provided by TRIP.
 - (a) Risk Tolerance Profiling of Prospective Engagement (Mutual Client). In consultation with each Prospective Engagement, TRIP shall complete (orally or in writing) a client questionnaire in respect to the level of risk desired to be undertaken by such Prospective Engagement. Based upon each Prospective Engagements’ responses to such questionnaire and in consultation with each Prospective Engagement, TRIP shall evaluate the appropriateness of the level of risk desired to be undertaken in light of the current financial profile and the investment objectives of such Prospective Engagement.
 - (b) Recommendations of Asset Allocation for Prospective Engagement. Based upon the results of our Risk Tolerance Profiling of each Prospective Engagement, TRIP shall select and recommend to each Prospective Engagement, the categories and/or types of investments which are appropriate for each such Prospective Engagement.
 - (c) Deposits and Withdrawals from Prospective Engagement Account. For each Prospective Engagement, TRIP shall be responsible for facilitating deposits and withdrawals to and from the Prospective Engagement’s

investment account including, without limitation, transactions with safekeeping agents and brokerage safekeeping accounts.

- (d) Quarterly Account Statements. TRIP shall forward to each Mutual Client quarterly a written statement regarding such Mutual Client's Account
- (e) TRIP shall evaluate and screen portfolio managers worldwide and, based upon these evaluations, select premier performers in their respective asset classifications.
- (f) TRIP shall assign appropriate benchmarks for performance evaluations of each portfolio manager according to their style and asset classification.
- (g) TRIP shall create an investment policy statement which outlines client objectives, risk tolerance and manager final selection approval.
- (h) Based upon ongoing evaluations of performance results of each existing portfolio manager and changes in client profile (i.e. risk tolerance or desires) communicated to TRIP, TRIP shall make recommendations regarding re-allocation of client assets from existing portfolio managers to different portfolio managers.
- (i) TRIP shall maintain records of all investment recommendations made to Mutual Clients concerning the Program which are required pursuant to Rule 204-2(a)(16) for performance information provided to Mutual Clients in connection with the Program.

2. In connection with CONSULTANT'S solicitation of Investors, CONSULTANT agrees to:

- (a) perform its duties under this Agreement in a manner consistent with the instructions of TRIP and all applicable laws, whether foreign, federal or state. Except to the extent permissible under the Act and pursuant to a separate written Sub-Adviser Agreement by and between CONSULTANT and TRIP (a "Sub-Adviser Agreement"), if any, CONSULTANT shall not provide any investment management services or render any investment advice on behalf of TRIP. Further, unless CONSULTANT and TRIP have entered into a Sub-Adviser Agreement (and, in such case, only to the extent permitted therein), CONSULTANT shall not take any action or fail to take any action, directly or indirectly, which might reasonably cause any Investor to believe that CONSULTANT is rendering or will render investment advisory or supervisory services to such Investor, or that any part of the compensation to be paid to CONSULTANT hereunder represents compensation for investment advisory or supervisory functions performed by CONSULTANT;
- (b) disclose fully to each Investor, in a statement substantially in the form of Exhibit A (Attached hereto) the "Disclosure Statement and Client Acknowledgement and Representation", that TRIP has agreed to pay a fee to CONSULTANT ("Consulting Fee") for the referral and consulting services in their professional capacity to be rendered by CONSULTANT under this Agreement;

- (c) furnish the Investors with current sales literature, managers' ADV forms, TRIP ADV, and other materials prepared and approved by TRIP including signing themselves and having recommended clients sign their Investment Policy Statement and retain a copy of same in CONSULTANTS records (i) furnish CLIENTS with the TRIP's account agreements, and (ii) furnish all clients with all disclosure documents required to be provided to the CLIENTS by TRIP or by law;
 - (d) obtain from the CLIENTS, where applicable, signed acknowledgments of the CLIENTS' receipt of any required disclosure documents. CONSULTANT shall also obtain and forward to TRIP all information and documents requested by TRIP with respect to the financial condition of, or the other matters relating to, the CLIENTS;
 - (e) refrain from soliciting any Investor who is not a citizen, national, resident of, or domiciliary of the United States. With respect to any other jurisdiction, CONSULTANT shall seek TRIP's prior written approval prior to initiating solicitation activities in any jurisdiction which approval may be withheld in TRIP's sole discretion. Further, CONSULTANT will cease solicitation activities in any jurisdiction, if so directed by TRIP.
 - (f) obtain any information relating to the Investors which is deemed by TRIP or its counsel to be necessary or advisable in determining compliance with all applicable domestic and foreign securities laws; and
 - (g) Not disclose to any party without prior permission from TRIP the identity of the selected managers used by TRIP. Acknowledge that such information is confidential and proprietary to TRIP.
 - (h) Supply a certificate to TRIP in form and substance satisfactory to TRIP and its counsel stating (1) the procedures used by the CONSULTANT in consulting Investors; and (2) the number of persons in each jurisdiction whom it has consulted.
3. TRIP, in its sole discretion, shall determine whether any Investor shall be accepted as a CLIENT.
 4. CONSULTANT shall be solely responsible for any and all consulting made to or in connection with Investors.
 5. CONSULTANT shall not, without the express prior written approval of TRIP (which approval may be withheld in its sole discretion), create, publish or otherwise distribute, disseminate or otherwise engage in or utilize, directly or indirectly, any form of general solicitation or advertisement, including without limitation, any marketing letters involving or relating to TRIP or its relationship with the CLIENT, or represent to any third party that CONSULTANT has any relationship with TRIP other than that of independent contractor or sub-adviser if CONSULTANT and TRIP have entered into a Sub-Adviser Agreement. CONSULTANT shall not display or use, in any medium or in any manner whatsoever, directly or indirectly, or by implication, the "TRIP" name or logo without the express prior written approval of TRIP.
 6. In consideration for CONSULTANT'S referral and consulting services hereunder, and as sole and exclusive compensation for such services, CONSULTANT shall

receive a “Consulting Fee” as defined in and determined in accordance with the schedule set forth on the Disclosure Statement and Client Acknowledgment and Representation completed by CONSULTANT and each CLIENT in the form of Exhibit A hereto. It is understood that the Consulting Fee shall be paid solely from the advisory fees received and retained by TRIP from CLIENTS consulted by CONSULTANT.

7. TRIP agrees, and CONSULTANT acknowledges, that (I) the advisory fees which TRIP charges to CLIENTS shall be the same as the fees and expenses ordinarily charged by TRIP, and will not be increased or decrease as a result of CONSULTANT’S referral and consulting activities and (ii) TRIP will not charge any CLIENT any additional fees or expenses for the costs of CONSULTANT’S consulting activities.
8. The parties understand and agree that CONSULTANT is an independent contractor, and that CONSULTANT is not a partner, officer, director, employee, agent or associated person of TRIP. CONSULTANT has no authority to represent that it or its partners, officers, directors, employees, affiliates, agents or associated persons are partners, officers, directors, employees, affiliates, agents or associated persons of TRIP, and any such representation, if made, shall not bind TRIP and must not be relied on by any other person. Each of TRIP and CONSULTANT agrees that it is not authorized to make any representations concerning the other party, its affiliates or its services, except as otherwise provided herein.
9. Representations and Warranties
 - (a) CONSULTANT represents and warrants to TRIP that:
 - (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action and this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with its terms;
 - (ii) it is not subject to an order issued by the SEC under Section 203(f) of the Act;
 - (iii) none of its partners, officers, directors, employees, affiliates, agents or associated persons have been convicted within the previous ten (10) years of any felony or misdemeanor which involved conduct described in Section 203(e)(2)(A) through (D) of the Act;
 - (iv) neither it nor any of its partners, officers, directors, employees, affiliates, agents or associated persons have been found by the SEC to have engaged, or have been convicted of engaging, in any of the conduct specified in paragraphs (1), (4) or (5) of Section 203(e) of the Act;
 - (v) neither it nor any of its partners, officers, directors, employees, affiliates, agents or associated persons is subject to any order, judgment or decree described in Section 203(e)(3) of the Act;

- (vi) it will throughout the duration of this Agreement remain in compliance with all applicable laws in those jurisdictions in which consulting activities shall occur; and
 - (vii) no action, suit or proceeding is pending or, to its knowledge threatened against it or any of its partners, officers, directors, employees, affiliates, agents or associated persons before or by any court, administrative agency or other governmental authority that brings into question the validity of the transactions contemplated by this Agreement or that could impair the consummation by it of this Agreement or the transactions contemplated hereby.
- (b) TRIP represents and warrants to CONSULTANT that:
- (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action and this Agreement constitutes a valid and binding obligation, enforceable against it in accordance with its terms;
 - (ii) it is not subject to an order issued by the SEC under Section 203(f) of the Act;
 - (iii) none of its partners, officers, directors, employees, affiliates, agents or associated persons have been convicted within the previous ten (10) years of any felony or misdemeanor which involved conduct described in Section 203(e)(2)(A) through (D) of the Act;
 - (iv) neither it nor any of its partners, officers, directors, employees, affiliates, agents or associated persons have been found by the SEC to have engaged, or have been convicted of engaging, in any of the conduct specified in paragraphs (1), (4) or (5) of Section 203(e) of the Act;
 - (v) neither it nor any of its partners, officers, directors, employees, affiliates, agents or associated persons is subject to any order, judgment or decree described in Section 203(e)(3) of the Act;
 - (vi) it will throughout the duration of this Agreement remain in compliance with all applicable laws relating to its investment management activities; and
 - (vii) no action, suit or proceeding is pending or, to its knowledge threatened against it or any of its partners, officers, directors, employees, affiliates, agents or associated persons before or by any court, administrative agency or other governmental authority that brings into question the validity of the transactions contemplated by this Agreement or that could impair the consummation by it of this Agreement or the transactions contemplated hereby.

10. Indemnifications

- (a) CONSULTANT indemnifies and agrees to hold harmless TRIP and each of its employees, directors, officers, agents, and each person, if any, who, directly or indirectly, controls, is controlled by, or under common control with TRIP within the meaning of the Securities Exchange Act of 1934, as amended, (each such person, including TRIP, is a member of and collectively referred to as the “TRIP Group”) against any losses, claims, damages or liabilities, joint or several, to which any member of the TRIP Group may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon a breach by CONSULTANT of any of the covenants, agreements, representations or warranties contained in this Agreement, and shall reimburse each member of the TRIP Group for any legal or other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, damage, liability or action.
 - (b) TRIP indemnifies and agrees to hold harmless CONSULTANT and each of its employees, directors, officers, agents, and each person, if any, who, directly or indirectly, controls, is controlled by, or is under common control with CONSULTANT within the meaning of the Securities Exchange Act of 1934, as amended, (each such person, including CONSULTANT, is a member of and collectively referred to as the “CONSULTANT Group”) against any losses, claims, damages or liabilities, joint or several, to which any member of the CONSULTANT Group may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon a breach by TRIP of any of the covenants, agreements, representations or warranties contained in this Agreement, and shall reimburse each member of the CONSULTANT Group for any legal or other expenses reasonably incurred by it in connection with investigating or defending against any such loss, claim, damage, liability or action.
 - (c) The provisions of this Section 10 shall survive the termination or expiration of this Agreement.
11. The representations and warranties set forth in Paragraph 9 are continuing during the term of this Agreement and each party agrees to notify the other, in writing, if, at any time during the course of this Agreement, any of the representations or warranties made by such party set forth in Paragraph 8 becomes inaccurate or untrue and of the facts related thereto.
12. Except for any provisional remedy such as a temporary restraining order or preliminary injunction, or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

13. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OUT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.**

14. Notices shall be sent as follows:

If to CONSULTANT:

‘Name of Person’
‘Address’

Attention: ‘Name of Person’

If to TRIP:

Thomas Roulston III Investment Partners Inc.
6140 Parkland Blvd
Suite 150
Mayfield Heights, Ohio 44124

Attention: Thomas H. Roulston III

Any notice hereunder by any party to the other party shall be given by letter (delivered by personal delivery, air courier, registered air mail or certified mail, return receipt requested) or by cable, telex or facsimile transmission.

15. This Agreement, together with any Sub-Adviser Agreement entered into between TRIP and CONSULTANT, shall constitute the entire Agreement between TRIP and CONSULTANT with respect to the subject matter hereof and thereof and shall supersede any and all prior agreements and understandings, whether written or verbal and cannot be changed except by a written instrument signed by each of the parties hereto.

16. This Agreement shall be governed by the laws of the State of Ohio, without giving effect to its conflicts of law or choice or law principles. Neither party may assign any of his or its rights or delegate any of his or its duties hereunder without the prior written consent of the other party to this Agreement. This Agreement shall be binding upon and inure to the benefit of each party’s respective successors and permitted assigns.

The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TRIP LLC

By: Thomas H. Roulston, III
Chief Executive Officer

Signature

'NAME OF PERSON'

By: _____
Title: _____

Signature