

# **TRIP CONSULTING AGREEMENT EXHIBIT A**

## **DISCLOSURE STATEMENT and CLIENT ACKNOWLEDGEMENT AND REPRESENTATION**

### **1. DISCLOSURE STATEMENT**

The Securities and Exchange Commission (“SEC”) requires that anyone who refers/consults any person to a Registered Investment Adviser must provide those persons with a written statement disclosing the relationship between the consulting party and the Investment Adviser. The following information is furnished to you, as CLIENT by \_\_\_\_\_ (CONSULTANT) pursuant to that requirement.

Pursuant to a contractual relationship between CONSULTANT and Thomas Roulston III Investment Partners, Inc. (“TRIP”), an Investment Adviser registered pursuant to the Investment Advisers Act of 1940, as amended, CONSULTANT solicits and consults with prospective investors and refers and consults in their professional capacity such persons (CLIENTS) to TRIP for which CONSULTANT receives a Consulting Fee. CLIENT will not be charged any additional fees or expense as a result of CONSULTANT’S referral and consulting activities.



#### **Consultant Only:**

- a) If this box is checked, CONSULTANT’S sole responsibility under its contractual relationship is to refer and consult in their professional capacity a CLIENT to TRIP. CONSULTANT will not render any investment advisory or supervisory services to CLIENT and CONSULTANT will not receive any compensation for the investment advisory or supervisory functions performed by TRIP. Accordingly, CONSULTANT is not, nor is CONSULTANT deemed to be, an agent or employee of TRIP. Any questions that CLIENT has should be directed to TRIP.
- b) CONSULTANT will be compensated by TRIP through a Consulting Fee for CONSULTANT’S introduction and consulting of CLIENT with TRIP in their professional capacity to assist in attaining the client’s objectives. It is expected, due to the prior relationship of the consultant with the client, that their advice and assistance will continue to be beneficial in maintaining the account relationship. The Referral Fee is payable quarterly by TRIP to CONSULTANT at a rate equal to \_\_\_\_\_ % per annum.
- c) TRIP’s obligation to pay such Referral Fee to CONSULTANT is continuous for such time as CLIENT maintains an account with TRIP.



**CONSULTANT and Sub-Adviser:**

- a) If this box is checked, CONSULTANT/SUB-ADVISER'S sole responsibilities under its contractual relationship are (i) (as CONSULTANT) to refer and consult CLIENTS to TRIP and (ii) (as SUB-ADVISER) to render certain investment advisory or supervisory services and administrative services to TRIP. CONSULTANT/SUB-ADVISER will receive compensation from TRIP for its referring and consulting in their professional capacity of CLIENT'S account and for the investment advisory, supervisory and administrative functions performed by CONSULTANT/SUB-ADVISER. Notwithstanding the foregoing, CONSULTANT/SUB-ADVISER is not, nor is CONSULTANT/SUB-ADVISER deemed to be, an agent or employee of TRIP. Any questions that CLIENT has should be directed to TRIP.
- b) CONSULTANT/SUB-ADVISER will be compensated by TRIP through a Consulting/Service Fee for CONSULTANT/SUB-ADVISER'S referring and consulting in their professional capacity of CLIENT to TRIP and for rendering certain investment advisory or supervisory services and administrative services to TRIP. The Consulting/Service Fee is payable quarterly by TRIP to CONSULTANT/SUB-ADVISER at a rate equal to % per annum.
- c) TRIP's obligation to pay such Consulting/Service Fee is continuous for such time as CLIENT maintains an account with TRIP.

**2. CLIENT ACKNOWLEDGEMENT AND REPRESENTATION**

The undersigned CLIENT intends to enter into an investment management arrangement with TRIP pursuant to which it will receive investment advisory services from an investment adviser registered with the Securities and Exchange Commission. CLIENT acknowledges receipt of (i) the written disclosure statement of TRIP, as required by Rule 204-3 of the Investment Advisers Act of 1940, as amended, and (ii) the Disclosure Statement of Solicitor set forth above. CLIENT hereby further confirms its understanding that, unless otherwise expressly indicated above, CONSULTANT has not rendered and will not render investment advisory or supervisory services to CLIENT in connection herewith and, in any event, CLIENT hereby represents that it will only seek such services in connection with its investment advisory account directly from TRIP. Accordingly, CONSULTANT is not, nor is CONSULTANT deemed to be, an agent or employee of TRIP.

Unless otherwise expressly indicated above, CLIENT hereby confirms its understanding that neither CONSULTANT nor any of its employees, agents or affiliates has performed or will perform, services other than referral and consulting in their professional capacity of CLIENTS to TRIP, nor will CONSULTANT, nor any of its employees, agents or affiliates render any investment advisory or supervisory

services to CLIENT in connection herewith. CLIENT further represents that it (i) has not relied upon CONSULTANT or its employees, agents or affiliates in making its determination to establish an investment advisory relationship with TRIP, (ii) has not received any written or verbal guarantees of performance as an inducement to investment, and (iii) has considered the compensation arrangement between TRIP and CONSULTANT. CLIENT understands that its investment is subject to execution of all applicable documents and is subject to acceptance by TRIP.

CONSULTANT HAS REVIEWED THIS DISCLOSURE STATEMENT AND CLIENTS ACKNOWLEDGEMENT AND REPRESENTATION WITH CLIENT AND CLIENT HAS READ AND UNDERSTANDS THE CONTENT THEREIN.

By CLIENT

Name:	_____
Address:	_____ _____
Signature:	_____
Date:	_____

By CONSULTANT

Name:	_____
Address:	_____ _____
Signature:	_____
Date:	_____