Investment Advisor Representative Agreement

By this agreement ("Agreement") between Turning Point Financial, Inc. ("RIA") and _____("You," "you," "Your," or "your"), you are hereby appointed a registered representative of RIA to market business to and solicit business from potential clients in the state of North Carolina under the following terms and conditions:

1. DUTIES

You are engaged as a registered representative to solicit clients through RIA. You will be responsible for the conduct of your Securities Business and the time and place such business duties are performed. You are free to exercise your judgment as to whom you will solicit, subject to rules of suitability and all other applicable laws, regulations and rules. RIA reserves the right to reject any potential client submitted by you. Once solicited, clients will be engaged by RIA in all investment allocation decisions and back office functions.

2. RELATIONSHIP AND AUTHORITY

It is mutually understood and agreed that you are an independent contractor of RIA and that you will not be treated as an employee for federal tax or any other purposes. You will pay income, self-employment, occupational, municipal, state, federal and all other taxes arising out of your activities a registered representative. You will have no right to bind RIA by any statement, promise, representation, agreement, or contract of any kind, or to waive any of RIA's rights or to obligate RIA in writing. It is stipulated that you are not an employee, officer, partner, or joint venturer of or with RIA. *Other than in the course of conducting Securities Business pursuant to this Agreement or in the course of providing other services through an affiliate of RIA for which you are fully licensed, you will not directly or indirectly represent an affiliation with RIA in providing any other services or products or while engaging in any Outside Business activity (as defined below), including, but not limited to, tax, accounting, legal, insurance and registered investment advisor services. You will not represent, directly or indirectly, that any sales or services other than Securities Business are provided by or through RIA.*

3. OUTSIDE BUSINESS ACTIVITES AND SELLING AWAY

You will inform RIA in writing of all employment, contractual or business relationships or interests with any person or entity ("Outside Business") to which you are a party at any time during the term of this Agreement, whether related to Securities Business or otherwise. Nothing herein will restrain you from engaging in an Outside Business activity which does not, in the exclusive opinion of RIA, conflict with the business of this appointment, *subject to your disclosing such activities to RIA in writing.* However, you will not acquire or obtain any interest, connection, or employment, directly or indirectly, with or by any dealer, underwriter, syndicator, or broker of securities without RIA's prior approval. *You may not sell any securities, insurance or other financial product or service of any kind away from RIA without RIA's prior written approval.*

4. LICENSES AND FEES

RIA may assist you in obtaining licenses necessary for your Securities Business. However, you will be responsible for timely applying for, obtaining, paying for, and maintaining (including payment of all annual renewal fees), all necessary licenses, permits and registrations required by any law, regulation or rule in connection with your activities herein. You will pay all insurance, bonding, audit, and other fees based on your activities herein. Unless you inform RIA in writing at least thirty (30) days prior to the date fees for renewal of any licenses, permits or regulations are due, RIA reserves the right, at its sole option, to pay such fees for your benefit and hold you responsible for paying to RIA any costs incurred by RIA in paying such fees.

5. COMPLIANCE WITH RULES

You will familiarize yourself and conduct your Securities Business in strict compliance with all federal and state securities laws, rules and regulations as well as the rules and regulations of self--regulatory bodies including, but not limited to, FINRA. You will observe all rules and policies of RIA as published in any compliance or other policies and procedures manuals published by RIA and any supplements and amendments thereto in addition to any other rules and policies communicated to you by RIA, and these policies and rules are incorporated by reference and made a part of this Agreement. *You will notify RIA immediately of any audits, investigations, proceedings, customer complaints or similar matters regarding your Securities Business or in any way involving RIA or Indemnified Parties (as defined below) whether related to Securities Business or otherwise.*

6. CUSTOMER REIMBURSEMENT

RIA reserves the right, for any reason, to refund to any customer all or any part of payment received from such customer, and you agree to reimburse RIA promptly for any payment received by you as a result of such transaction, as well as expenses incurred by RIA to deduct from any commissions due, or that may become due you hereunder, the amount of any reimbursement made or expense incurred by RIA in connection with such reimbursement. *You may not settle any claim, refund, or agree to refund to a Securities Business customer any amount without prior written approval pf RIA.*

7. SETTLEMENT OF TRANSACTIONS

You will immediately forward to RIA all applications, client account forms and all other client information coming into your possession for Securities Business. You are not authorized to collect any payments from clients and agree that all billing and other transactions will be the sole responsibility of RIA. You agree that under no condition can you receive any payment, in any form whatsoever, commingled with your own or any other money or property.

8. ADVERTISING

You will not use in connection with your Securities Business, whether by mail, printed material (including, but not limited to, business cards and letterhead), newspaper, radio, television, Internet or any other media, any sales, promotional or advertising literature without the prior written approval of RIA.

9. RESPONSIBILITY AND INDEMNITY FOR YOUR ACTIVITIES

You agree to defend, indemnify and hold harmless RIA, its parent and affiliated companies and their respective officers, directors, employees, agents and assigns ("Indemnified Parties") from and against all losses, liabilities, claims, damages and expenses arising from your Securities Business, negligence, breach of any term of this Agreement, or violation or alleged violation or alleged violation of any applicable laws, rules, regulations, or policies whether or not resulting in litigation or adverse legal action against Indemnified Parties. In addition, you agree to defend, indemnify and hold harmless Indemnified Parties from against any losses, liabilities, claims, damages or expenses arising from any of your Outside Business activities or conduct including, but not limited to, tax accounting, legal, insurance or registered investment advisor, or any other activities not associated with RIA, whether or not resulting in litigation or adverse legal action against Indemnified Parties.

10. RESPONSIBILITY AND INDEMNITY FOR CUSTOMER CONDUCT

You will maintain the client/advisor relationship with any clients that you refer to RIA for money management services. This means that you will answer and respond to all communication to and from said clients, unless you and RIA agree otherwise. You are responsible to know your customer and their investment/financial planning needs. You will communicate any of these

needs as they arise to RIA if it affects the client's money management strategy that is being used by RIA. You will be responsible for the conduct of customers for whom you are the registered representative. If such a customer fails to pay transaction costs, account charges, maintenance fees, debts, or claims of any kind for which Indemnified Parties are held responsible, you will indemnify, defend and hold harmless Indemnified Parties from and against such costs, charges fees, debts and claims.

11. COMMISSIONS

You will receive a commission of 70% of all client fees so long as said clients remain with RIA. For purposes of clarification, client are billed a fixed (and agreed upon in advance) percentage on assets under management, billed quarterly in advance. There is no additional transaction or clearing fees payable to Turning Point Financial or you. RIA will have 15 days from the 1st day of the new billing quarter end to remit your check to you.

CHANGE IN COMMISSION SCHEDULE

RIA reserves the right, upon notice to you, to change the fee schedule charged to clients. The notice will set forth the revised fee schedule and its effective date. You will be entitles to receive commissions according to the above commission schedule.

12. OFFSET OF COMMISSIONS OR OTHER AMOUNTS OWED

RIA reserved the right, and you hereby authorize RIA, to offset or withhold from any amount due, or that may become due, you from RIA the amount of any debt, loss, damage or expense of RIA arising from your Securities Business, negligence or indemnification of Indemnified Parties, the failure of customers for whom you are the registered representative to timely pay any fees, losses, expenses, or other amount for which RIA is otherwise held or becomes responsible, or any other amount owned by you to RIA or Indemnified Parties for any reason.

13. CONFIDENTIALITY

You agree, during the term of this Agreement and after its termination, not to divulge to others, or use for your benefit or the benefit of others, without written permission of RIA, any information obtained during the term of this Agreement relating to financial condition, trade secrets, techniques, hardware, software, business plans, know-how, sales, lists of registered representatives or prospective representatives, lists of customers or prospective customers, and securities of any company related to the RIA ("Confidential Information"). All Confidential Information and any other books, records, notes of files supplied by RIA, and other similar data or information used by you or to which you come in contact during the term of this Agreement with respect to the activities of the RIA will remain the property of the RIA and will not be removed, copied in whole or in part, or used in any way to benefit any person or entity other than RIA. You further agree that upon the request of RIA, whether prior to or following termination of this Agreement, you will immediately deliver to RIA all Confidential Information and any other written or other material of RIA, and you agree not to reproduce by any means any such material. Notwithstanding the foregoing, all tax files and other tax client information legally required to be maintained by you will remain your property.

15. SALES INFORMATION

In connection with your participation in soliciting business for RIA, you may develop materials and strategies beneficial to RIA. You agree to provide said information to other representatives of RIA. You will also be provided updated sales strategies and product updates as they become available. You agree that any such information provided to you will remain confidential pursuant to the terms of this agreement.

16. REPRESENTATIVES SOLICITATION

You agree, that during the term of this Agreement and for a period of one year after its termination, not to knowingly encourage or induce another registered representative of RIA to terminate his/her relationship with RIA or its affiliated companies without RIA's prior written consent.

17. TERMINATION

This Agreement will terminate (1) upon your death or adjudged incompetence; (2) upon the mutual written consent of the parties; (3) upon five (5) written notice to the other party delivered to their last known address; of (4) for good cause as set forth herein. You agree that RIA may terminate this Agreement for good cause without notice to you, and that good cause includes the following: (a) your conviction, by a court of competent jurisdiction, of a crime involving moral turpitude, whether or not committed during the term of this Agreement; (b) your commission of an act of fraud upon, or an act materially evidencing bad faith or dishonesty toward RIA; (c) the breach of your duties and obligations pursuant to this Agreement, including but not limited to the violation of any rules or regulations regarding your Securities Business; of (d) your adjudication as a bankrupt or a conviction of a crime punishable by imprisonment.

18. COMMISSIONS FOLLOWING TERMINATION

Following termination of this Agreement for any reason other than good cause as set forth above, you will be entitled to receive fees, residual fees, or on transactions for which you are responsible, which are accepted by RIA and for which payment is received by RIA within thirty (30) days of the date of termination of this Agreement. However, you shall not be entitled to receive commissions made by you and received by RIA after the event giving rise to a termination for good cause as set forth above.

19. REMEDIES

You agree that the services rendered by RIA are special, unique, and of extraordinary character, that the remedy at law for any breach of this Agreement will be inadequate as a result, and that RIA is entitled to injunctive relief in addition to any other remedy of RIA.

20. GOVERNING LAW

This contract shall be governed by and construed in accordance with all relevant and applicable SEC rules and regulations. RIA is registered with the SEC and, as such, is under the jurisdiction of the SEC. This contract will also be governed by and construed in accordance with the laws of the State of North Carolina.

21. INVALID PROVISIONS

If any provision of this Agreement is declared invalid, such invalidity will not invalidate the entire Agreement, but the Agreement will be construed as if not containing the particular provisions held to be invalid, and the rights of the parties will be construed and enforced accordingly.

22. BINDING EFFECT

All provisions of the Agreement will be binding upon and, to the extent permitted, inure to the benefit of, the heirs, executors, administrators, successors, representatives and assigns of the parties.

23. FAILURE TO ENFORCE

The forbearance or neglect of RIA to enforce any provisions of the Agreement, to terminate this Agreement pursuant to its terms, or to take advantage of any right of privilege hereunder, will not

constitute a wavier of any right or privilege under the Agreement otherwise.

24. ASSIGNMENT

This Agreement or any beneficial interest in the Agreement cannot be assigned by you without the written consent of RIA. RIA may assign this Agreement upon five days written notice to you.

25. NOTICES

All notices, requests, and other communications to RIA provided for herein will be in writing and delivered, unless otherwise notified by RIA, to_____. Notices, requests and communications to you will be delivered to said address or any new address provided by you to RIA and shall be effective immediately if delivered in person, one day after deposit of delivery by overnight mail, or three days after deposit for delivery by United States Mail. RIA may also deliver notices to you electronically via its website or e-mail to your last known address.

26. PAYMENT FOLLOWING DEATH

You may designate a beneficiary in the space below to receive, upon your death, ongoing residual fees arising from purchases or sales made pursuant to this Agreement by or to customers for whom you are the representative of record according to the books and records of RIA prior to your death. To the extent allowed by applicable laws, regulations and rules, RIA will pay your beneficiary fees until such time as a new representative, including but not limited to RIA, is appointed to the customer's account at RIA's sole discretion. You agree to indemnify, defend and hold harmless Indemnified Parties from any action or damages resulting from the payment or nonpayment of Trail Commissions pursuant to this section.

Beneficiary and Relationship

_____

27. ENTIRETY OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all prior agreements or understandings whether oral or written with respect to the subject matter of the Agreement. No amendment or modification of the Agreement will be valid unless in writing and signed by the parties.

Understood and Agreed:

Representative:

_____
SIGNATURE

_____
PRINTED NAME

_____
STREET ADDRESS

_____
CITY, STATE, ZIP

_____
DATE

Turning Point Financial, Inc.

BY: _____

TITLE: Mark L Kenison - President