



# INVESTMENT ADVISORY AGREEMENT

2230 N. University Pkwy. Suite 9-C  
Provo, UT 84604  
Phone: (801)-373-1100  
Toll free: 1-800-279-3377  
Fax: (801)-373-1155  
[www.strategisfinancial.com](http://www.strategisfinancial.com)

AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 20\_\_ between the undersigned party,

\_\_\_\_\_, whose mailing address is \_\_\_\_\_ (hereinafter referred to as the “**CLIENT**”), and STRATEGIS FINANCIAL GROUP, INC., a registered investment adviser, whose principal mailing address is 2230 N. University Parkway, Suite 9C, Provo, Utah 84604 (hereinafter referred to as the “**ADVISER**”).

1. Scope of Engagement.

(a) The **CLIENT** hereby appoints the **ADVISER** as an Investment Adviser to perform the services hereinafter described, and the **ADVISER** accepts such appointment. The **ADVISER** shall be responsible for the investment and reinvestment of those assets designated by the **CLIENT** to be subject to the **ADVISER**'s management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the “**Assets**” or “**Account**”);

(b) The **CLIENT** delegates to the **ADVISER** all of its powers with regard to the investment and reinvestment of the **Assets** and appoints the **ADVISER** as the **CLIENT**'s attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the **Assets** in the **CLIENT**'s name for the **Account**;

(c) The **ADVISER** is authorized, without prior consultation with the **CLIENT**, to buy, sell, and trade in stocks, bonds, mutual funds, and other securities and/or contracts relating to the same, on margin (only if written authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the registered broker-dealer and the Custodian of the **Assets**;

(d) The **CLIENT** acknowledges that the **ADVISER** shall, consistent with the **CLIENT**'s investment objective(s), primarily allocate the **Assets** among various individual mutual funds, exchange traded funds, and/or investment subdivisions within a variable investment product in accordance with one or more asset allocation programs (the “*Programs*” or “*Program*” when mentioned in the singular);

(e) The Programs - The following disclosure is specifically applicable to the *Programs*:

1. **Initial Interview** – at the opening of the **Account**, the **ADVISER** shall obtain from the **CLIENT** information sufficient to determine the **CLIENT**'s financial situation and investment objectives;

2. **Individual Treatment** - the **Account** is managed on the basis of the **CLIENT**'s financial situation and investment objectives;

3. **Quarterly Notice** – at least quarterly the **ADVISER** shall notify the **CLIENT** to advise the **ADVISER** whether the **CLIENT**'s financial situation or investment objectives have changed, or if the **CLIENT** wants to impose and/or modify any reasonable restrictions on the management of his/her/its Account;

4. **Annual Contact** – at least annually, the **ADVISER** shall contact the **CLIENT** to determine whether the **CLIENT**'s financial situation or investment objectives have changed, or if the **CLIENT** wants to impose and/or modify any reasonable restrictions on the management of the

**Account.** In the event that the **CLIENT** is referred to the **ADVISER** by the **CLIENT**'s primary financial services professional, the **ADVISER** shall request such professional to make the contact;

5. **Consultation Available** – the **ADVISER** (and/or the **CLIENT**'s primary financial services professional) shall be reasonably available to consult with the **CLIENT** relative to the status of the **Account**;

6. **Quarterly Statement** - the **CLIENT** shall be provided with a quarterly report for the **Account** for the preceding period;

7. **Ability to Impose Restrictions** – the **CLIENT** shall have the ability to impose reasonable restrictions on the management of the **Account**, including the ability to instruct the **ADVISER** not to purchase certain funds;

8. **No Pooling** - the **CLIENT**'s beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the **Account**;

9. **Separate Account** - a separate account is maintained for the **CLIENT** with the Custodian;

10. **Ownership** - each **CLIENT** retains indicia of ownership of the **Account** (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations);

11. **Adviser's Fee** - the **ADVISER** believes that its annual fee is reasonable in relation to: (1) the advisory services provided under this **Agreement**; and (2) the fees charged by other investment advisers offering similar services/programs. *However*, **ADVISER**'s annual investment management fee may be higher than that charged by other investment advisers offering similar services/programs. In addition to *Adviser Compensation* (see paragraph 2 below), the **CLIENT** will also incur charges imposed at the mutual fund level (e.g., advisory fees and other fund expenses) and charges imposed by the **Account** custodian; and

12. **Tax Efficiency** - **CLIENT** acknowledges and understands that **ADVISER**'s mutual fund asset management programs may involve above-average portfolio turnover which could negatively impact upon the net after-tax gain experienced by the **CLIENT** in non-qualified accounts.

(f) The **CLIENT** engages the **ADVISER** for each of the *Programs* designated in the space(s) provided on the execution page of this **Agreement**. A description of each *Program* is set forth in the **ADVISER**'s written disclosure statement (see paragraph 14) and on Schedule "A", a copy of which schedule is annexed hereto and made a part hereof;

(g) The **CLIENT** agrees to provide information and/or documentation requested by **ADVISER** in furtherance of this **Agreement** as pertains to **CLIENT**'s objectives, needs and goals, and acknowledges his/her/their/its responsibility to keep **ADVISER** informed of any changes regarding same. The **CLIENT** acknowledges that **ADVISER** can not adequately perform its services for the **CLIENT** unless the **CLIENT** diligently performs his responsibilities under this **Agreement**. **ADVISER** shall not be required to verify any information obtained from the **CLIENT**, **CLIENT**'s attorney, accountant or other professionals, and is expressly authorized to rely thereon;

(h) In the event that the **Account** is a retirement plan sponsored by **CLIENT**'s employer or a variable investment product, **CLIENT** acknowledges that **ADVISER**'s investment selection shall be limited to the investment alternatives provided by the retirement plan or the variable investment product. In the event that the **Account** sponsor or custodian will not permit **ADVISER** direct access to the **Account**, and the **CLIENT** provides the **ADVISER** with the **CLIENT**'s password (and log-in information. If the **CLIENT** has not established a log-in identification, the **ADVISER** is authorized to do so on the **CLIENT**'s behalf) to effect **Account** transactions, the **CLIENT** acknowledges and understands that: (1) the **ADVISER** will not receive any communications from the **Account** sponsor or custodian, and it shall remain the **CLIENT**'s exclusive obligation to notify the **ADVISER** of any changes in investment alternatives, restrictions, etc pertaining to the **Account**; and, (2) the **ADVISER** shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the **CLIENT**'s failure to so notify the **ADVISER**;

(i) **CLIENT** authorizes **ADVISER** to respond to inquiries from, and communicate and share information with, **CLIENT**'s attorney, accountant and other professionals to the extent necessary in furtherance of **ADVISER**'s services under this **Agreement**; and,

(j) **CLIENT** acknowledges and understands that the service to be provided by **ADVISER** under this **Agreement** is limited to the management of the **Assets** and **does not** include financial planning or any other related or unrelated services

2. Adviser Compensation

(a) The **ADVISER's** annual fee for investment management services provided under this **Agreement** shall be based upon a percentage (%) of the market value of the **Assets** under management in accordance with the fee schedule annexed hereto and made a part hereof as Schedule "A". This annual fee shall be prorated and paid quarterly, in advance, based upon the market value of the **Assets** on the last business day of the previous quarter. No increase in the annual fee percentage shall be effective without prior written notification to the **CLIENT**. The **CLIENT** acknowledges that it is the **CLIENT's** responsibility to verify the accuracy of the fee calculation and that the custodian will not determine whether the fee is properly calculated. Additionally, **CLIENT** agrees to pay any incidental charges levied by third parties in relation to the **Account**, including, but not limited to, wire transfer fees and exchange fees. No increase in the annual fee shall be effective without prior written notification to the **CLIENT**;

(b) Unless the **CLIENT** otherwise indicates on the execution page of this **Agreement**, the **CLIENT** authorizes the Custodian of the **Assets** to charge the **Account** for the amount of the **ADVISER's** fee and to remit such fee to the **ADVISER** in compliance with regulatory procedures;

(c) In addition to **ADVISER's** annual investment management fee, the **CLIENT** shall also incur, relative to all mutual fund, exchange traded funds, and/or variable investment products, charges imposed directly at the fund and/or variable investment product level (e.g. advisory fees and other fund expenses); and

(d) No portion of *Adviser Compensation* shall be based on capital gains or capital appreciation of the **Assets** except as provided for under the Investment Advisers Act of 1940.

3. Custodian. The **Assets** shall be held by an independent custodian (i.e., clearing firm, trust company, mutual fund company, or the variable investment product sponsor), not the **ADVISER**. The **ADVISER** is authorized to give instructions to the custodian with respect to all investment decisions regarding the **Assets** and the custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as the **ADVISER** shall direct in connection with the performance of the **ADVISER's** obligations in respect of the **Assets**.

4. Risk Acknowledgment. **ADVISER** does not guarantee the future performance of the **Account** or any specific level of performance, the success of any investment recommendation or strategy that **ADVISER** may take or recommend for the **Account**, or the success of **ADVISER's** overall management of the **Account**. **CLIENT** understands that investment recommendations for the **Account** by **ADVISER** are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always be profitable. The **CLIENT** further acknowledges that past performance may not be indicative of future results, and understands that that future performance of any specific investment or investment strategy (**including** the investments and/or investment strategies recommended by the **ADVISER**) may not be profitable or equal any corresponding historical performance level(s). For the above reasons, the **CLIENT**: (1) understands and accepts that the *Programs* are intended to be a long-term investment (i.e. at least 5 years), and, as such, (2) agrees that a fair assessment of **Account** investment performance can not be made on a short-term basis.

5. Commission Products. **CLIENT** acknowledges that mutual fund and/or variable annuity/life products may have been (or may in the future be) purchased by the **CLIENT**, independent of **CLIENT's** engagement of the **ADVISER**, through an NASD broker-dealer (including, but not limited to, Brecek & Young Advisors, Inc. or any other broker-dealer with which certain of **ADVISER's** representatives may be or become associated), for which product sales the **CLIENT** may have paid a commission. **ADVISER's** investment management fee is exclusive of, and in addition to, any such commission charges.

6. Directions to the Adviser. All directions, instructions and/or notices from the **CLIENT** to the **ADVISER** shall be in writing, including notification of a change in the **CLIENT**'s investment objective(s). The **ADVISER** shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

7. Adviser Liability. The **ADVISER**, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this **Agreement** including, but not limited to, the investment of the **Assets**, or the acts and/or omissions of other professionals or third party service providers recommended to the **CLIENT** by the **ADVISER**, including a broker-dealer and/or custodian.. If the **Account** contains only a portion of the **CLIENT**'s total assets, **ADVISER** shall only be responsible for those assets that the **CLIENT** has designated to be the subject of the **ADVISER**'s investment management services under this **Agreement** without consideration to those additional assets not so designated by the **CLIENT**.

If, during the term of this **Agreement**, the **ADVISER** purchases specific individual securities for the **Account** at the direction of the **CLIENT** (i.e. the request to purchase was initiated solely by the **CLIENT**), the **CLIENT** acknowledges that the **ADVISER** shall do so as an accommodation only, and that the **CLIENT** shall maintain exclusive ongoing responsibility for monitoring any and all such individual securities, and the disposition thereof. Correspondingly, the **CLIENT** further acknowledges and agrees that the **ADVISER** shall not have any responsibility for the performance of any and all such securities, regardless of whether any such security is reflected on any quarterly **Account** reports prepared by **ADVISER**.

The **CLIENT** acknowledges that investments have varying degrees of financial risk, and that **ADVISER** shall not be responsible for any adverse financial consequences to the **Account** resulting from any investment that, at the time made, was consistent with the **CLIENT**'s investment objectives.

The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the **CLIENT** may have under any federal or state securities laws.

8. Proxies. The **CLIENT** shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by the **CLIENT** shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the **Assets**. **ADVISER** is authorized to instruct the Custodian to forward to the **CLIENT** copies of all proxies and shareholder communications relating to the **Assets**.

9. Reports. The **ADVISER** and/or **Account** custodian shall provide the **CLIENT** with periodic reports for the **Account**. In the event that the **ADVISER** provides supplemental **Account** reports which include assets for which the **ADVISER** does not have discretionary investment management authority, the **CLIENT** acknowledges the reporting is provided as an accommodation only, and **does not** include investment management, review, or monitoring services, nor investment recommendations or advice. As such, the **CLIENT**, and not the **ADVISER**, shall be exclusively responsible for the investment performance of any such assets or accounts. In the event the **CLIENT** desires that the **ADVISER** provide investment management services with respect to any such assets or accounts, the **CLIENT** may engage the **ADVISER** to do so for a separate and additional fee.

10. Termination. This **Agreement** will continue in effect until terminated by either party by written notice to the other (**email notice will not suffice. Telefax may be accepted in the sole discretion of the ADVISER**), which written notice must be signed by the terminating party. Termination of this **Agreement** will not affect (i) the validity of any action previously taken by **ADVISER** under this **Agreement**; (ii) liabilities or obligations of the parties from transactions initiated before termination of this **Agreement**; or (iii) **CLIENT**'s obligation to pay advisory fees (prorated through the date that **ADVISER** receives a **written** termination notice from the **CLIENT**, unless the termination date is a mutually agreed upon date subsequent to the **ADVISER**'s receipt of the written termination notice). Upon the termination of this **Agreement**, **ADVISER** will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the **Account**, and, unless the **CLIENT** advises in writing to the contrary, **ADVISER** shall automatically liquidate all **Assets** and place the proceeds in money market accounts.

11. Assignment. This **Agreement** may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either the **CLIENT** or the **ADVISER** without the prior consent of the other party. The **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of the **ADVISER** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940 and/or applicable state securities laws..

12. Non-Exclusive Management. **ADVISER**, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the **ADVISER** does for the **Assets**. **CLIENT** expressly acknowledges and understands that **ADVISER** shall be free to render investment advice to others and that **ADVISER** does not make its investment management services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon the **ADVISER** any obligation to purchase or sell, or to recommend for purchase or sale, for the **Account** any security which the **ADVISER**, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other client, if in the reasonable opinion of the **ADVISER** such investment would be unsuitable for the **Account** or if the **ADVISER** determines in the best interest of the **Account** it would be impractical or undesirable.

13. Death or Disability. The death, disability or incompetency of **CLIENT** will not terminate or change the terms of this **Agreement**. However, **CLIENT**'s executor, guardian, attorney-in-fact or other authorized representative may terminate this **Agreement** by giving written notice to **ADVISER**, and providing corresponding evidence of such appointment or position. The **CLIENT** recognizes that the Custodian may not permit any further **Account** transactions until such time as corresponding documentation is provided to the Custodian.

14. Arbitration. To the extent that the parties do not agree to initially submit the dispute to non-binding mediation, subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to **ADVISER**'s services under this **Agreement**, both **ADVISER** and **CLIENT** agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. **ADVISER and CLIENT understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both ADVISER and CLIENT are waiving their respective rights to seek remedies in court, including the right to a jury trial.** **CLIENT** acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this **Agreement**. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of *Adviser Compensation* pursuant to paragraph 2 of this **Agreement**, **ADVISER**, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

15. Disclosure Statement. The **CLIENT** hereby acknowledges prior receipt of a copy of the Disclosure Statement of the **ADVISER** as same is set forth on Part II of Form ADV (Uniform Application for Investment Adviser Registration). **CLIENT** further acknowledges that he has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this **Agreement**. If the **CLIENT** has not received a copy of the **ADVISER**'s Disclosure Statement at least 48 hours prior to execution of this **Agreement**, the **CLIENT** shall have 5 business days from the date of execution of this **Agreement** to terminate **ADVISER**'s services without penalty.

16. Trade Errors. All **Account** trades are placed electronically or telephonically by **ADVISER**. **ADVISER** assumes responsibility for any **Account** losses for trading errors directly resulting from **ADVISER**'s failure to

follow **ADVISER's** trading procedures or from a lapse in **ADVISER's** internal communications. In such instances, the **Accounts(s)** will be compensated for any such corresponding losses. However, the **CLIENT** acknowledges that **ADVISER** cannot and will not be responsible for **Account** errors and/or losses that occur where **ADVISER** has used its best efforts (without direct failure on the part of **ADVISER**) to execute trades in a timely and efficient manner. If a trade or some portion of a trade is not effected or an electronic "glitch" occurs which results in the **Account** not being traded at the same time or at the same price as others, and such occurrence is not a result of **ADVISER's** failure to execute or follow its trade procedures, the resulting loss will not be considered a trading error for which **ADVISER** is responsible. In addition, virtually all mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. **ADVISER** has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. The **CLIENT** further acknowledges that **ADVISER** cannot and will not be responsible for trades that are not properly executed by any clearing firm, custodian, mutual fund, or insurance company, when an order has been properly submitted by the **ADVISER**. Finally, **ADVISER** cannot be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit mutual fund asset management programs.

17. **ADVISER's Proprietary Interest.** The **CLIENT** acknowledges that the **ADVISER's Programs** are proprietary, and the **CLIENT** shall not share any information regarding the programs, including but not limited to trade signals, investment algorithms, or **Account** composition, with any non-client of **ADVISER**.

18. **Severability.** Any term or provision of this **Agreement** which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this **Agreement** or affecting the validity or enforceability of any of the terms or provisions of this **Agreement** in any other jurisdiction.

19. **Referral Fees.** If the **CLIENT** was introduced to the **ADVISER** through a **Solicitor**, the **ADVISER** may pay that **Solicitor** a referral fee in accordance with Rule 206(4)-3 of the Investment Advisers Act of 1940. The referral fee shall be paid solely from Adviser Compensation as defined in this **Agreement**, and shall not result in any additional charge to the **CLIENT**. The **CLIENT** acknowledges receipt of the written disclosure statement disclosing the terms of the solicitation arrangement between the **ADVISER** and the **Solicitor**, including the compensation to be received by the **Solicitor** from the **ADVISER**.

20. **Client Conflicts.** If this **Agreement** is between the **ADVISER** and related clients (i.e. husband and wife, life partners, etc.), **ADVISER's** services shall be based upon the joint goals communicated to the **ADVISER**. **ADVISER** shall be permitted to rely upon instructions from either party with respect to disposition of the **Assets**, unless and until such reliance is revoked in writing to the **ADVISER**. The **ADVISER** shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the clients.

21. **Privacy Notice.** The **CLIENT** acknowledges prior receipt of the **ADVISER's Privacy Notice**.

22. **Entire Agreement.** This **Agreement** supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties.

23. **Amendments.** The **ADVISER** may amend this **Agreement** upon written notification to the **CLIENT**. Unless the **CLIENT** notifies the **ADVISER** to the contrary, in writing, the amendment shall become effective thirty (30) days from the date of mailing.

24. **Applicable Law/Venue.** To the extent not inconsistent with applicable law, this **Agreement** shall be governed by and construed in accordance with the laws of the State of Utah. In addition, to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **ADVISER** and **CLIENT** shall be the County of Utah, State of Utah.

25. Authority. The **CLIENT** acknowledges that he/she/they/it has (have) all requisite legal authority to execute this **Agreement**, and that there are no encumbrances on the **Assets**. The **CLIENT** correspondingly agrees to immediately notify the **ADVISER**, in writing, in the event that either of these representations should change.

IN WITNESS WHEREOF, the **CLIENT** and **ADVISER** have each executed this **Agreement** on the day, month and year first above written.

\_\_\_\_\_, Client

\_\_\_\_\_, Client

STRATEGIS FINANCIAL GROUP, INC.

By: \_\_\_\_\_

**Programs (please sign/date)**

_____	_____	_____
	sign	date
_____	_____	_____
	sign	date
_____	_____	_____
	sign	date
_____	_____	_____
	sign	date
_____	_____	_____
	sign	date
_____	_____	_____
	sign	date

**Adviser Compensation (please sign date)**

Deduct directly from **Account(s)** \_\_\_\_\_

	_____	_____
	sign	date

Client to send payment directly to **ADVISER** \_\_\_\_\_

	_____	_____
	sign	date

# INVESTMENT ADVISORY AGREEMENT

(SCHEDULE C > FOLIOFN  
CUSTODIAL ACCOUNT FEES)

## FOLIOFN TIERED ANNUAL ACCOUNT FEE

- > Assets between \$0 and \$200,000 0.30%
- > Assets between \$200,001 and \$500,000 0.20%
- > Assets above \$500,001 0.15%

Each client membership shall include five FOLIOs with unlimited trading in FOLIOfn's window tradable universe. Each additional FOLIO shall cost \$75.00 annually. A minimum membership fee of \$295.00 annually shall apply to each client membership. Any prepaid minimum membership fee shall be credited to the Asset-based membership fee, described above.

Direct trades executed outside of FOLIOfn's window trades shall cost \$6.95 per trade. If you do not supply FOLIOfn with a valid electronic mail address, FOLIOfn is required to send you paper statements, for which you will be billed \$100 annually.

*\*Note: The annual account fee for Folio accounts may change without notice.*

## FOLIOFN OPERATIONAL FEES (AS REQUESTED BY THE ACCOUNT OWNER)

*Note: The following charges apply specifically to contributions and withdrawals. FolioFN may take as long as 48 hours to process your request. If the account is invested when a withdrawal request is made, it may take up to 48 hours for Strategis Financial Group to notify FolioFN of your request. Please take these time constraints into consideration when requesting a withdrawal.*

- > Regular mail checks \$20  
Overnight Shipping (checks, etc.): \$15 additional
- > Wiring Funds from Folio: \$30 (there is no charge to wire funds to Folio)  
When wiring funds to or from Folio, the receiving/sending institution may also charge a processing fee. Please contact the specific financial institution for further information.

Wiring information can be found on the Folio website when you log on to your account.

- > Electronic Funds Transfer: No Charge

Note: The above charges apply only if the client uses Foliofn's services, and the charges vary depending on the services selected by the client. Any applicable charges are in addition to Strategis' management fees.

# INVESTMENT ADVISORY AGREEMENT

(SCHEDULE C > FIDELITY  
CUSTODIAL ACCOUNT FEES)

## FIDELITY ANNUAL ACCOUNT FEE AND TRADING FEES FOR MUTUAL FUNDS

- > NTF funds held less than 60 days 0.05% of the principal—minimum \$30, maximum \$300.\*

*\*Note: The annual account fee and trading fees for Fidelity accounts may change without notice.*

## FIDELITY TRADING FEES FOR EQUITIES (STOCKS)

- > \$17.95 for the first 1,000 shares and \$.015 per share thereafter.

## FIDELITY OPERATIONAL FEES (AS REQUESTED BY THE ACCOUNT OWNER)

*Note: The following charges apply specifically to contributions and withdrawals. Fidelity may take as long as 48 hours to process your request. If the account is invested when a withdrawal request is made, it may take up to 48 hours for Strategis Financial Group to notify Fidelity of your request. Please take these time constraints into consideration when requesting a withdrawal.*

- > Overnight Shipping (checks, etc.): \$8
- > Wiring Funds from Fidelity: \$30 (there is no charge to wire funds to Fidelity)  
When wiring funds to or from Fidelity, the receiving/sending institution may also charge a processing fee. Please contact the specific financial institution for further information.

To receive wired funds the same day, the wiring instructions must be received by Fidelity by 1:00 pm Eastern.

Chase Manhattan Bank, New York, NY  
ABA # 021 000021  
A/C National Financial Services Corp.  
A/C # 066196-221

FBO \_\_\_\_\_

Account # \_\_\_\_\_

- > Electronic Funds Transfer: No Charge  
The initial setup time for EFT is two weeks. After the initial setup, it takes 2-3 business days to process each additional request.

Note: The above charges apply only if the client uses Fidelity's services, and the charges vary depending on the services selected by the client. Any applicable charges are in addition to Strategis' management fees.

# INVESTMENT ADVISORY AGREEMENT

## Schedule A

ADVISER's fees for services provided under this agreement will be as follows, depending on the type of account Client has chosen and the total amount under management.

<b>ASSETS UNDER MANAGEMENT</b>	<b>PORTION OF ASSETS IN THE TIER</b>	<b>ANNUAL TIERED FEE %</b>
\$100,000 – \$299,999	(Next \$200,000 of the account)	2.0%
\$300,000 – \$499,999	(Next \$200,000 of the account)	1.75%
\$500,000 – \$749,999	(Next \$250,000 of the account)	1.5%
\$750,000 – \$999,999	(Next \$250,000 of the account)	1.25%
\$1,000,000 +	(Total of the account)	1.0%

*Note: all contracts, fees, and terms are subject to change as costs increase, laws change, and services change.*

### **TIERED SCHEDULE AND COMBINED ACCOUNTS**

Accounts are combined to meet tiers providing there is one qualifying account (\$50,000 or more); all additional combined accounts are limited to the spouse and/or minor children.

### **CUSTODIAL FEES**

Custodial fees (if any) are in addition to our regular fee schedule. Please see attached schedule of custodial charges prior to investing. Custodian's are selected based on their financial strength, reputation, execution pricing (trading costs), reporting, research and service. Differences in services and fees may result in STRATEGIS using different custodians for different strategies.

### **BILLING**

All accounts are billed quarterly in advance. STRATEGIS fees are calculated using the account value on the last business day of the preceding quarter. Direct billing must be requested in writing.

### **TERMINATION AND ACCOUNTS WITH SUSPENDED TRADING**

All accounts will continue to be billed until this agreement is terminated by either party by written notice to the other (email notice will not suffice). A CLIENT may direct STRATEGIS to temporarily suspend trading on an account, but until STRATEGIS receives a written request from the CLIENT to terminate this agreement, STRATEGIS will continue to bill the account.

# INVESTMENT ADVISORY AGREEMENT

## Schedule A

ADVISER's fees for services provided under this agreement will be as follows, depending on the type of account Client has chosen and the total amount under management.

<b>ASSETS UNDER MANAGEMENT</b>	<b>PORTION OF ASSETS IN THE TIER</b>	<b>ANNUAL TIERED FEE %</b>
\$0 – \$99,999	(First \$99,999 of the account)	2.5%
\$100,000 – \$299,999	(Next \$200,000 of the account)	2.0%
\$300,000 – \$499,999	(Next \$200,000 of the account)	1.75%
\$500,000 – \$749,999	(Next \$250,000 of the account)	1.5%
\$750,000 – \$999,999	(Next \$250,000 of the account)	1.25%
\$1,000,000 +	(Rest of the account)	1.0%

*Note: all contracts, fees, and terms are subject to change as costs increase, laws change, and services change.*

### **TIERED SCHEDULE AND COMBINED ACCOUNTS**

Accounts are combined to meet tiers providing there is one qualifying account (\$50,000 or more); all additional combined accounts are limited to the spouse and/or minor children.

### **CUSTODIAL FEES**

Custodial fees (if any) are in addition to our regular fee schedule. Please see attached schedule of custodial charges prior to investing. Custodian's are selected based on their financial strength, reputation, execution pricing (trading costs), reporting, research and service. Differences in services and fees may result in STRATEGIS using different custodians for different strategies.

### **BILLING**

All accounts are billed quarterly in advance. STRATEGIS fees are calculated using the account value on the last business day of the preceding quarter. Direct billing must be requested in writing.

### **TERMINATION AND ACCOUNTS WITH SUSPENDED TRADING**

All accounts will continue to be billed until this agreement is terminated by either party by written notice to the other (email notice will not suffice). A CLIENT may direct STRATEGIS to temporarily suspend trading on an account, but until STRATEGIS receives a written request from the CLIENT to terminate this agreement, STRATEGIS will continue to bill the account.