



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

# INVESTMENT ADVISORY AGREEMENT

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 at 2230 N. University Parkway, Suite 9-C, Provo, Utah 84604 (hereinafter referred to as the "**ADVISER**").

## Scope of Engagement.

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

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

**ADVISER** is authorized, without prior consultation with **CLIENT**, to buy, sell, trade and allocate in and among stocks, bonds, mutual funds, sub-advisers, independent investment managers and/or programs (with or without discretion, depending upon the independent investment manager or program) 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**;

**ADVISER** shall discharge its investment management responsibilities consistent with the **CLIENT**'s designated investment objectives. Unless the **CLIENT** has advised the **ADVISER** to the contrary, in writing, there are no restrictions that the **CLIENT** has imposed upon the **ADVISER** with respect to the management of the **Assets**. The **CLIENT** agrees to provide information and/or documentation requested by **ADVISER** in furtherance of this **Agreement** as it pertains to **CLIENT**'s objectives, needs and goals, and **CLIENT** maintains exclusive responsibility to keep **ADVISER** informed of any changes regarding same. **CLIENT** acknowledges that **ADVISER** cannot adequately perform its services for **CLIENT** unless **CLIENT** diligently performs his responsibilities under this **Agreement**. **ADVISER** shall not be required to verify any information obtained from **CLIENT**, **CLIENT**'s attorney, accountant or other professionals, and is expressly authorized to rely thereon;

In the event that the **Account** is a retirement plan sponsored by **CLIENT**'s employer, **CLIENT** acknowledges that **ADVISER**'s investment selection shall be limited to the investment alternatives provided by the retirement plan. In the event that the plan sponsor or custodian will not permit **ADVISER** direct access to the **Account**, and the **CLIENT** provides the **ADVISER** with the **CLIENT**'s password and/or log-in information to effect **Account** transactions, the **CLIENT** acknowledges and understands that: (1) the **ADVISER** will not receive any communications from the plan 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**; (2) the **ADVISER** shall not be responsible for any costs, damages, penalties, or otherwise, resulting from the failure to so notify the **ADVISER**; and (3) the **ADVISER**'s authority shall be limited to the allocation of the **Assets** among the investment alternatives available through the plan, and, as such, **ADVISER will not have, nor will it accept**, any authority to effect any other type of transactions or changes via the plan web site, including but not limited to, changing beneficiaries or effecting **Account** disbursements or transfers to any individual or entity;

**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,

The **CLIENT** acknowledges and understands that the services to be provided by **ADVISER** under this **Agreement** are limited to the management of the **Assets** and **do not** include financial planning or any other related or unrelated consulting services.

## Adviser Compensation.

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 enclosed herewith as Exhibit "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**;

**CLIENT** authorizes the Custodian of the **Assets** to charge the **Account** for the amount of **ADVISER**'s fee and to remit such fee to **ADVISER** in compliance with regulatory procedures;

In addition to **ADVISER**'s annual investment management fee, the **CLIENT** shall also incur, relative to: [1] all mutual fund and exchange traded fund purchases, charges imposed directly at the fund level (e.g. management fees and other fund expenses); and [2] independent investment managers, the fees charged by each separate manager who is engaged to manage the **Assets**; and

No portion of **ADVISER**'s compensation shall be based on capital gains or capital appreciation of the **Assets**, except as provided for under the Investment Advisers Act of 1940.

Custodian. The **Assets** shall be held by an independent custodian, not **ADVISER**. **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 **ADVISER** shall direct in connection with the performance of **ADVISER**'s obligations with respect to the **Assets**.

#### Account Transactions.

(a) **CLIENT** recognizes and agrees that in order for **ADVISER** to discharge its responsibilities, it must engage in securities brokerage transactions described in paragraph 1 herein;

(b) Commissions and/or transaction fees are generally charged for effecting securities transactions; and

(c) The brokerage commissions and/or transaction fees charged to **CLIENT** for securities brokerage transactions are exclusive of, and in addition to, **ADVISER**'s compensation as defined in paragraph 2 hereof.

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.

Directions to the Adviser. All directions, instructions and/or notices from the **CLIENT** to **ADVISER** shall be in writing. **ADVISER** shall be fully protected in relying upon any direction, notice, or instruction until it has been duly advised in writing of changes therein.

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, attorney, accountant, insurance agent, or any other professional. 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**. However, the **ADVISER** may continue to include any such assets for purposes of determining **ADVISER**'s compensation. In addition, with respect to any and all accounts maintained by the **CLIENT** with other investment professionals or at custodians for which the **ADVISER** does not maintain trading authority, 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.

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 **CLIENT** further acknowledges and agrees that **ADVISER** shall not bear any responsibility whatsoever for any adverse financial consequences occurring during the **Account** transition process (i.e., the transfer of the **Assets** from the **CLIENT**'s predecessor advisors/custodians to the **Accounts** to be managed by the **ADVISER**) resulting from: (1) securities purchased by **CLIENT**'s predecessor

# INVESTMENT ADVISORY AGREEMENT

advisor(s); (2) the sale by **ADVISER** of securities purchased by the **CLIENT**'s predecessor advisor(s) subsequent to completion of the **Account** transition process; and (3) any account transfer, closing or administrative charges or fees imposed by the previous broker-dealer/custodian.

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.

Proxies. The **ADVISER** does not vote proxies. The **CLIENT** shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by **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**.

Reports. **ADVISER** and/or the **Account** custodian shall provide **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.

Termination. This **Agreement** will continue in effect until terminated by either party by written notice to the other (**email notice will not suffice**), 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 of termination). 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**.

Assignment. This **Agreement** may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either **CLIENT** or **ADVISER** without the prior consent of the other party. **CLIENT** acknowledges and agrees that transactions that do not result in a change of actual control or management of **ADVISER** shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940. Should there be a change in control of the **ADVISER** resulting in an assignment of this **Agreement** (as that term is defined under the Advisers Act), the successor adviser will notify the **CLIENT** and will continue to provide the services previously provided to the **CLIENT** by the **ADVISER**. If the **CLIENT** continues to accept such services provided by the successor without written objection during the 60 day period subsequent to receipt of the written notice from the successor, the successor will assume that the client has consented to the assignment and the successor will become the adviser to the client under the terms and conditions of this **Agreement**.

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 **CLIENT**. **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 **ADVISER** any obligation to purchase or sell, or to recommend for purchase or sale, for the **Account**, any security which **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 **ADVISER** such investment would be unsuitable for the **Account** or if **ADVISER** determines in the best interest of the **Account** it would be impractical or undesirable.

Death/Disability/Incompetency. 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**. **CLIENT** recognizes that the custodian may not permit any further **Account** transactions until such time as any documentation required is provided to the custodian.

Arbitration. 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** that cannot be resolved by mediation, 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 **CLIENT** 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's** 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.

Disclosure Statement. **CLIENT** hereby acknowledges prior receipt of a copy of the Disclosure Statement. **CLIENT** further acknowledges that **CLIENT** has had a reasonable opportunity to review said Disclosure Statement, and to discuss the contents of same with professionals of **CLIENT's** choosing, prior to the execution of this **Agreement**.

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.

Client Conflicts. If this **Agreement** is between **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 the **Assets**, unless and until such reliance is revoked in writing to **ADVISER**. **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.

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

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**

Entire Agreement. This **Agreement** represents the entire agreement between the parties, and supercedes and replaces, in its entirety, all previous agreements regarding the **Account(s)** between the **CLIENT** and the **ADVISER**.

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.

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..

Electronic Delivery. The **CLIENT** authorizes the **ADVISER** to deliver, and the **CLIENT** agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via the **ADVISER's** internet web site, as well as all other correspondence from the **ADVISER**. **ADVISER** shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the **CLIENT's** last provided email address (or upon advising the **CLIENT** via email that such document is available on the **ADVISER's** web site).

Authority. **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**. **CLIENT** correspondingly agrees to immediately notify **ADVISER**, in writing, in the event that either of these representations should change. The **CLIENT** specifically represents as follows:

If **CLIENT** is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain **ADVISER**, (3) the execution of this **Agreement** will not violate any law or obligation applicable to the **CLIENT**, and, (4) the **CLIENT** owns the **Assets**, without restriction;

If **CLIENT** is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain **ADVISER**, (3) the execution of this **Agreement** will not violate any law or obligation applicable to the **CLIENT**, and, (4)



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

# INVESTMENT ADVISORY AGREEMENT

the **CLIENT** owns the **Assets** without restriction; and

If **CLIENT** is a retirement plan ("**Plan**") organized under the Employment Retirement Income Security Act of 1974 ("ERISA"), the **Plan** represents that it is validly organized and is the beneficial owner of the **Assets**. The **Plan** further represents that **ADVISER** has been furnished true and complete copies of all documents establishing and governing the **Plan** and evidencing **Plan's** authority to retain **ADVISER**. The **Plan** will furnish promptly to **ADVISER** any amendments and further agrees that, if any amendment affects the rights or obligations of **ADVISER**, such amendment will not be binding on **ADVISER** until agreed to by **ADVISER** in writing. If the **Assets** contain only a part of the investments of the **Plan's** assets, the **Plan** understands that **ADVISER** will have no responsibility for the diversification of all of the **Plan's** assets, and that **ADVISER** will have no duty, responsibility or liability for **Plan** investments that are not part of the **Assets**. The **Plan** is responsible for voting all Proxies per paragraph 8 above.

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

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

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

**STRATEGIS FINANCIAL GROUP, INC.**

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



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

## 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.

Direct trades executed outside of FOLIOfn's window trades shall cost \$3.95 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 \$150 annually. There is an annual administrative fee of \$25 for IRA accounts.

*\*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.



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

# 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.