

**SELECTOR[®] MONEY MANAGEMENT
OFFERED THROUGH FOY FINANCIAL SERVICES, INC.
INVESTMENT ADVISORY AGREEMENT**

This Agreement is made and entered into as of the ____ day of _____, 20__ between Foy Financial Services, Inc. (“FFS”), a Nebraska corporation registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisors Act of 1940, and _____ (“Client”).

General Provisions

1. The Client hereby retains FFS to provide investment advisory services in accordance with the SELECTOR[®] Money Management Program (SELECTOR[®]) chosen by the client.
2. The Client, under advice by their investment advisory agent (Solicitor), has chosen a SELECTOR[®] style of management that best meets their investment objective and needs.
3. FFS is responsible for providing advisory services for the Managed Assets in accordance with the selected SELECTOR[®] style of management. The Client agrees that, so long as this Agreement is in force, FFS shall be the exclusive agent authorized to exchange the Managed Assets covered by the Agreement. If the Client initiates or is aware of any third party initiating an exchange or any change in the account registration, the Client agrees to advise FFS immediately.
4. The Client authorizes the designated Custodian or Trust Company to send duplicate copies of applicable Client statements to FFS.

Discretionary Authority

5. The Client has consulted with their Solicitor regarding the Client’s investment objectives, needs, and risk tolerance. The Client represents that the information provided to FFS is complete and accurate in all material respects. The Client agrees to notify FFS if any of the information provided should change, which would alter the Client’s investment objective and/or needs.
6. The Client appoints FFS as agent and attorney-in-fact with full discretion and authority to manage the Client’s accounts specified in this Agreement.

Custody

7. FFS shall at no time receive, retain, or physically possess any cash, securities, or other assets forming any part of the Client’s Account, except that it may issue such instructions as may be appropriate in connection with the payment of advisory fees payable to FFS as pursuant to this Agreement.
8. The Client retains the authority to transfer assets into and out of their account through the designated custodian.

Proxies

9. The Client assumes responsibility for voting proxies of all Managed Assets held in the Client’s name.

Applicable Federal and State Law

10. Nothing in this Agreement shall constitute a waiver or limitation of any rights, which the Client may have under applicable federal and state securities laws.
11. If any provision of this Agreement shall be made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected.

Assignment of Agreement

12. This Agreement may not be assigned by either party to any person, firm, or corporation without the written consent of both parties.

Termination

13. Either party may terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to the other party. In the event of such cancellation, the Client shall be entitled to a pro-rata refund of prepaid FFS advisory fees calculated from the effective date of termination, less a \$50 processing charge, as well as any outstanding fees due FFS at the time of cancellation.
14. FFS reserves the right to terminate this Agreement within 30 days of written notice if the Client fails to pay all fees and/or charges when due.
15. If the Client terminates the Agreement within 5 days of the date of the Agreement, the Client will have all fees refunded without penalty; provided, that any investment action taken by FFS in the Managed Assets during such five-day period prior to receipt of actual notice from the Client terminating this Agreement, shall be at the Client’s sole risk.

Referral

16. FFS’s advisory services are available through Solicitors who have no direct advisory capacity with FFS. The Solicitor may receive a portion of the advisory fee from FFS, as disclosed in the Solicitor’s Written Disclosure.

Release

17. The Client releases FFS from any loss or liability due to:
- The Client’s failure to notify FFS in writing regarding any withdrawal from or addition to the client’s account, or any change in registration or account number.
 - Any exchanges or other transactions in the Client’s account initiated by any person or entity other than FFS, including the Client.
 - Restrictions placed by the company on availability of management options in the product chosen by the client.
 - Transaction or trading fees charged to the Client’s account by the variable investment product.

Minimum Account Policy

18. Under normal circumstances and based on the minimum annual fees charged, FFS recommends that new accounts not be less than \$25,000.

Acceptance

19. The Client’s account is not officially accepted for management until FFS has received correct, complete paperwork, verified all account information and account value, and completed all initial procedures necessary for management of the account. FFS’s policy is to notify the Client by written confirmation upon such acceptance and to prorate the current quarter’s fees from the date of acceptance.

Risks

There are risks inherent in managing assets, including, but not limited to, the following:

- The Client understands that any investment program, including their selected Investment Program, involves certain inherent risks of loss and that no result can be guaranteed by FFS.
- The Client understands that generally FFS will make investment decisions irrespective of the Client’s individual tax situation. The Client should regularly review the appropriateness of the chosen Investment Program in relation to their goals and circumstances and they should be discussed with a tax consultant.
- The Client acknowledges that the past performance of FFS’s Investment Programs should not be construed as an indication of future results.
- FFS may rely on information that is believed reliable, and FFS shall not be held accountable or liable for any loss suffered by the Client due to incorrect information provided.
- FFS will use reasonable efforts to insure that the designated Custodian executes purchases and sales transactions in accordance with FFS’s instructions. FFS accepts no responsibility for execution errors, communication errors, or operational delays beyond its control.
- FFS makes no representations as to the appropriateness of the particular investment or Investment Program selected by the Client.

Fees and Charges

- FFS will not enter into an investment advisory agreement, which provides for compensation to FFS on the basis of a share of the capital gains, or the capital appreciation of the funds or any portion of the funds of a Client.
- Fees payable by the Client for advisory services rendered by FFS pursuant to this Agreement shall be billed each calendar quarter, in advance, based upon the percentage rates set forth in the following schedule:

Market Value of Total Assets Under Management	Up to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1,000,000	Over \$1,000,000
Quarterly Percentage Rate	0.45%	0.40%	0.35%	0.30%	0.25%
Annualized Percentage Rate	1.80%	1.60%	1.40%	1.20%	1.00%

Investment Products to be Managed:

1. **Company:** _____ **Product:** _____
Name as it appears on the Account: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income
Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____

2. **Company:** _____ **Product:** _____
Name as it appears on the Account: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income
Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____

3. **Company:** _____ **Product:** _____
Name as it appears on the Account: _____
Account number: _____ **Approximate Account Value \$:** _____
Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____
Is this a Qualified Account? Yes No
If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____
Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income
Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____

4. **Company:** _____ **Product:** _____

Name as it appears on the Account: _____

Account number: _____ **Approximate Account Value \$:** _____

Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____

Is this a Qualified Account? Yes No

If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____

Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income

Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____

5. **Company:** _____ **Product:** _____

Name as it appears on the Account: _____

Account number: _____ **Approximate Account Value \$:** _____

Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____

Is this a Qualified Account? Yes No

If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____

Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income

Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____

6. **Company:** _____ **Product:** _____

Name as it appears on the Account: _____

Account number: _____ **Approximate Account Value \$:** _____

Type of Account: Individual Joint WROS Trust Cust for Minor Other: _____

Is this a Qualified Account? Yes No

If yes, what type? IRA Roth IRA Simple/SEP IRA Other: _____

Management Program: SELECTOR® Growth SELECTOR® Aggressive Growth
 SELECTOR® Conservative Growth SELECTOR® Balanced Growth
 SELECTOR® Income & Growth SELECTOR® Income

Billing Options: Invoice Client Debit Investment (Additional Client-signed forms required)
 Debit other Account #: _____