

## INVESTMENT ADVISORY AGREEMENT

This **Agreement** is by and between **Sharkey, Howes & Javer, Inc.**, a Colorado corporation, (**Advisor**) and \_\_\_\_\_ (**Client**).

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- I. **Initial Investment.** The initial investment will be made following execution of this **Agreement**. It shall be invested in accounts established with an independent custodian. **Advisor** shall not act as Custodian for the account in any manner whatsoever.
- II. **Execution of Forms.** **Client** agrees to execute any and all necessary and appropriate forms and provide all relevant and necessary legal documents.
- III. **Transaction Procedures.** Upon initiation of the account, **Client** shall provide **Advisor** with cash, check or money order or instruct any mutual funds and/or brokerage firm(s) to transfer to the Custodian for management by **Advisor**.
- IV. **Services of Advisor.** **Client** is hereby employing **Advisor** to provide **Client** with advice, supervision, account maintenance and assist with investment decisions. By execution of this **Agreement**, **Advisor** accepts the appointment as investment **Advisor** within the scope provided herein. It is agreed that **Advisor**, in the maintenance of its records, will make every effort to ensure accuracy, but cannot assume responsibility for the accuracy of information furnished by **Client** or any other party.
- V. **Limited Discretion.** **Advisor** shall have the limited discretion to cause transactions to be made in **Client's** account in accordance with the current appropriate asset allocation.
- VI. **Confidential Relationship.** **Advisor** shall not disclose information concerning **Client** to any third party not necessary to the implementation of the investment, advisory, custodial, and clerical requirements of assisting **Client** with his/her investments. Such information and advice shall never be disclosed to third parties, except as otherwise required by law or requested by **Client**.
- VII. **Proxies.** **Advisor** shall not be required to take any action or render any advice with respect to the voting of proxies solicited by the issuers of securities in which assets of the account may be invested.
- VIII. **Assignments.** No assignment shall be made of this **Agreement** without the written consent of **Client**.
- IX. **Valuation.** All assets shall be valued as "net asset value" reported and published in the national media.

- X. **Client's Risks and Costs.** **Client** understands that investments of any sort entail risk of loss. **Client** acknowledges and agrees that any and all costs, expenses, indebtedness, liabilities, losses, gains, income, etc. sustained as a result of any transactions and the operation of **Client's** account pursuant to this **Agreement** shall be solely those of **Client**. **Advisor** makes no promises, representations, warranties or guarantees that any of its services to be rendered hereunder will result in a profit or avoid a loss to **Client**.
- XI. **Responsibility for Taxes:** Taxes are entirely the responsibility of **Client**. **Advisor** may consider the tax consequences of any investment decision but has no obligation whatsoever to minimize the tax consequences of any investment transaction. Further, **Advisor** shall not be responsible for taxable events, if any, caused by the liquidation of **Client's** account upon termination of this **Agreement**. **Client** is responsible for providing to **Advisor** accurate cost basis for taxable accounts where appropriate.
- XII. **Deposits.** **Client** may add monies to any **Account** at any time. New investments may be delayed until sufficient funds are available within a particular account.
- XIII. **Account Billings.** Invoices for services will be billed directly to appropriate accounts. **Client** shall receive notice of such invoices. It is **Client's** responsibility to verify the accuracy of each billing. The Custodian will not determine whether the fee is properly calculated. **Advisor** shall not have the authority to cause funds to be taken from **Client's** account except as relates to lawful fees and charges pursuant to written **Agreement**.
- XIV. **Termination of Agreement.** Either party may terminate this Agreement by giving written notice to the other at any time. **Advisor** generally will deduct a pro-rata management fee from the account(s) but shall perform no additional functions whatsoever with respect to managing **Client's** account.
- XV. **Death or Incapacity.** In the event of **Client's** death or incapacity, and before **Advisor's** actual knowledge of such death or incapacity, all investment decisions and actions taken by **Advisor** shall be binding upon **Client** and the legal representatives and heirs thereof and each such person shall hold **Advisor** harmless for the investment decisions made and actions taken.
- XVI. **General Provisions.** The laws of the State of Colorado shall govern this Agreement. The unenforceability or invalidity of any section, paragraph or provision of this **Agreement** shall not affect the enforceability or validity of the balance of this **Agreement**.
- XVII. **ADV Part II:** **Advisor** is registered as an investment **Advisor** with the Securities and Exchange Commission under the Investment Advisors Act of 1940, as amended. **Client** acknowledges receipt of **Advisor's** ADV Part II. **Advisor** has made no representations to **Client** other than those contained in this **Agreement**, **Advisor's** brochure, and Part II of **Advisor's** ADV brochure previously provided to **Client**.
- XVIII. **Entire Agreement.** Except as indicated above, this document contains the entire **Agreement** of both parties and shall constitute a binding **Agreement** between both parties.

**INVESTMENT SERVICES AND FEE SCHEDULE**

One-time Fee per account for Portfolio Design, Strategic Implementation and Asset Transfers (total fee not to exceed \$500):

Account size \$0- \$49,999	\$50
Account size \$50,000-\$149,999	\$100
Account size greater than \$150,000	\$250

Annual Asset Management Fees:

The first \$1,000,000	1.00% of portfolio assets
The next \$1,000,001 up to \$3,000,000	0.80% of portfolio assets
The next \$3,000,001 up to \$5,000,000	0.60% of portfolio assets
Over \$5,000,000	0.50% or less of portfolio assets

All fees are billed and payable quarterly in arrears. When the fixed income portion exceeds 60% of the total portfolio, fees pertaining to the fixed income portion of the portfolio are billed at a maximum of 0.50% per year.

Annual Trustee Fees: \$500 per Trust

The above fees are separate from any Financial Planning services.

**Client** specifically acknowledges that **Client** has read and understood the terms of this **Investment Advisory Agreement**, and further consents to the investment of the account(s).

**Client:** \_\_\_\_\_ **Date** \_\_\_\_\_ **Client:** : \_\_\_\_\_ **Date** \_\_\_\_\_