



INVESTMENT ADVISORY AGREEMENT

AGREEMENT, made this ___ day of _____, 20__ between the undersigned party,

_____ whose mailing address is _____ (hereinafter referred to as the "CLIENT"), and **Money Strategies, Inc.** a registered investment advisor, whose principal mailing address is 7145 Turner Road, Suite 102, Rockledge, Florida 32955 (hereinafter referred to as "MSI"). *Money Strategies Inc. The Firm is the Registered Investment Advisor, not James Farrish as an individual.

1. Scope of Engagement

- a. The **CLIENT** appoints **MSI** an Investment **ADVISOR** to perform the services described by this agreement. **MSI** shall be responsible for the review of the **CLIENT's** present financial situation and shall provide advice in respect to the investment and reinvestment relative to the assets designated by the **CLIENT** to be subject to the **ADVISOR's** management.
- b. **The CLIENT** under this **Agreement** authorizes **MSI** to allocate the assets in accordance with the model designated and in agreement with the stated objectives. Under the **Agreement**, the **CLIENT** shall receive both investment advisory services and the execution of a model as agreed upon.
- c. By execution on the last page of this **Agreement**, the **CLIENT** has authorized the **ADVISOR** 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 margin authorization has been granted) or otherwise, and to give instructions in furtherance of such authority to the custodian for the account, and grants the **ADVISOR** discretionary authority to allocate the assets in the client's account.
- d. The **CLIENT** agrees to provide information and/or documentation requested by **ADVISOR** in furtherance of this **Agreement** as pertains to **CLIENT's** investment objectives, needs and goals, and to keep **ADVISOR** informed of any changes regarding same. The **CLIENT** acknowledges that **ADVISOR** cannot adequately perform its services for the **CLIENT** unless the **CLIENT** diligently performs his/her/their/its responsibilities under this **Agreement**. **ADVISOR** 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;
CLIENT authorizes **ADVISOR** 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 **ADVISOR's** services under this **Agreement**.
- e. **CLIENT** acknowledges and understands that the service to be provided by **ADVISOR** under the program is limited to the management of the assets and does not include financial planning or any other related or unrelated services.

2. Custodian

The assets shall be held by an independent Custodian, not the **ADVISOR**. The **CLIENT** authorizes the **ADVISOR** to give instructions to the account Custodian in furtherance of their respective services under this **Agreement**.

3. Account Transactions

Unless otherwise provided by the **ADVISOR**, all account transactions for the money management program shall be effected through a custodian of the **CLIENT's** choosing. Transaction fees are generally charged on each transaction, and separate from the management fee charged to the account.

4. Risk Acknowledgment

ADVISOR does not guarantee the future performance of the account or any specific level of performance, the success of any investment recommendation or strategy that **ADVISOR** may recommend and/or take for the account. **CLIENT** understands that investment recommendations and/or decisions for the account are subject to various markets, currency, economic, political and business risks, and that those investment recommendations and/or decisions will not always be profitable.

5. Directions to the Advisor

Except for decisions regarding the purchase and/or sale of specific investments, all directions by the **CLIENT** to the **ADVISOR** (including notices, instructions, directions relating to changes in the **CLIENT's** investment objectives) shall be in writing. The **ADVISOR** shall be fully protected in relying upon any such direction, notice, or instruction until it has been duly advised in writing of changes therein. **ADVISOR** shall endeavor to process all account transactions in a timely manner, but does not warrant or represent that any such transaction shall be effected on the same day as requested.

6. Advisor Liability

Except as otherwise provided by federal or state securities laws, the **ADVISOR**, 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.

7. 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. **ADVISOR** is authorized to instruct the Custodian to forward to the **CLIENT** copies of all proxies and shareholder communications relating to the assets.

8. Reports

The **ADVISOR** and/or the account Custodian shall provide the **CLIENT** with periodic account reports.

9. 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 **ADVISOR** 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 the *Management Fee* (prorated through the date of termination). Upon the termination of this **Agreement**, **ADVISOR** will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the account.

10. Assignment

This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either the **CLIENT** or the **ADVISOR** without the prior consent of the other party.

11. Non-Exclusive Management

ADVISOR, its principals, employees, and agents, may have, recommend or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as the **ADVISOR** recommends for the assets. **CLIENT** expressly acknowledges and understands that **ADVISOR** shall be free to render investment advice to others and that **ADVISOR** does not make its investment advisory services available exclusively to **CLIENT**. Nothing in this **Agreement** shall impose upon the **ADVISOR** any obligation to purchase or sell, or to recommend for purchase or sale, for the account any security which the **ADVISOR**, its principals, employees or agents may purchase or sell for their own accounts or for the account of any other client.

12. 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 the **ADVISOR**.

13. 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 **ADVISOR's** services under this **Agreement**, both **ADVISOR** 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. **ADVISOR** and **CLIENT** understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both **ADVISOR** and **CLIENT** are waiving their respective rights to seek remedies in court, including the right to a jury trial. **CLIENT** acknowledges and agrees that in the specific event of non-payment of any portion of the *Management Fee* pursuant to paragraph 19 of this **Agreement**, **ADVISOR**, 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.

14. Disclosure Statement.

The **CLIENT** hereby acknowledges prior receipt of a copy of the written Disclosure Statement of the **ADVISOR** as same is set forth on Part II of Form ADV (Uniform Application for Investment Advisor Registration), together with a copy of the Brochure and corresponding Schedule "H" to Form ADV. **CLIENT** further acknowledges that he/she/they/it has had (have had) a reasonable opportunity (i.e. at least 48 hours) to review the Disclosure Statement and the Brochure, and to discuss the contents of same with professionals of his/her/their/its choosing, prior to the execution of this **Agreement**. Any client who has not received a copy of **ADVISOR's** Disclosure Statement at least 48 hours prior to execution of this **Agreement** shall have 5 business days from the date of execution of this **Agreement** to terminate **ADVISOR's** services without penalty.

15. Client Conflicts

If this **Agreement** is between the **ADVISOR** and related clients (i.e. husband and wife, etc.), **ADVISOR's** services shall be based upon the joint goals communicated to the **ADVISOR**. **ADVISOR** shall be permitted to rely upon instructions from either party with respect to disposition of the assets or the **Account**, unless and until such reliance is revoked in writing to the **ADVISOR**. The **ADVISOR** 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.

16. Privacy Notice

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

17. Authority The **CLIENT** represents as follows:

a. If **CLIENT** is an individual, he/she: (1) is of legal age and capacity, (2) has full authority and power to retain **ADVISOR**, (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; and

b. If **CLIENT** is an entity, it: (1) is validly organized under the laws of applicable jurisdictions, (2) has full authority and power to retain **ADVISOR** for the Program, (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.

c. 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 **ADVISOR** has been furnished true and complete copies of all documents establishing and governing the Plan and evidencing Plan's authority to retain **ADVISOR**. The Plan will furnish promptly to **ADVISOR** any amendments and further agrees that, if any amendment affects the rights or obligations of **ADVISOR**, such amendment will not be binding on **ADVISOR** until agreed to by **ADVISOR** in writing. If the assets contain only a part of the investments of the Plan's assets, the Plan understands that **ADVISOR** will have no responsibility for the diversification of all of the Plan's assets, and that **ADVISOR** will have no duty, responsibility or liability for Plan investments that are not part of the assets.

18. Applicable Law.

This **Agreement** supersedes and replaces, in its entirety, all previous investment advisory agreement(s) between the parties. 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 Florida to the extent not inconsistent with applicable law, the venue (i.e. location) for the resolution of any dispute or controversy between **ADVISOR** and **CLIENT** shall be the County of Brevard, State of Florida.

19. Management Fee

The annual fee for the services rendered by the Advisor shall be determined by the advisor and the client following the receipt of all documentation relative to the model or type of money management the client desires. The negotiated fee will consist of either a flat fee or percentage of assets under management. Each account will be assessed a planning fee for establishing the objectives and model for management of the **CLIENT's** assets. The account or **CLIENT** will be billed quarterly based on the agreed upon fee schedule. No increase in the *management fee* 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 the *management fee* and to remit such fee to the **ADVISOR** in accordance with required SEC procedures.

In the event the Custodian does not remit fees directly to the **ADVISOR** the client will be billed directly by **MSI**. The payment is due within 10 business days of receipt. Failure to remit payment will result in voiding this agreement and responsibility of the **ADVISOR** to manage the assets on the client's behalf.

After reviewing MSI management fee options, the **CLIENT** agrees to the following:

1. **CLIENT** has selected the _____ strategy of money management with **MSI**.
2. **CLIENT** agrees to pay a fee of _____ on a quarterly basis to **MSI**.
3. **CLIENT** agrees to pay a one-time planning fee of \$_____ to **MSI** prior to the implementation of the financial strategy.

<p><i>Pershing Clients Only</i> MSI is authorized to journal fee payments from account _____ to:</p> <p>Account #JJ1001006 Money Strategies, Inc. 7145 Turner Road, Suite 102 Rockledge, FL 32955</p>	<p><i>Outside Custody Clients Only</i> Payment is to be made to:</p> <p>Money Strategies, Inc. 7145 Turner Road, Suite 102 Rockledge, FL 32955</p>
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CLIENT Signature **Date**

JOINT CLIENT Signature **Date**

Accepted by: Money Strategies, Inc. **Date**