

INVESTMENT ADVISORY AGREEMENT

This agreement is between MONEYWATCH ADVISORS, INC. (MAI) and CLIENT(s).

In consideration of the mutual promises and undertakings set forth herein, the parties hereby agree as follows:

- 1. MAI shall provide investment advisory and financial planning services to assist CLIENT(s) in the accomplishment of his/her financial goals.
- 2. Advisory fees are agreed upon and paid by client on a quarterly basis in advance either by debit to **CLIENT(s)** TD Ameritrade account or directly by **CLIENT(s)**. **CLIENT(s)** will be sent advance notice of quarterly fee.
- 3. This agreement may be terminated at any time by either party. Since fees are paid in advance MAI will refund, upon termination of relationship with the CLIENT(s), a pro rata share of his/her fee computed on a daily basis for the 90-day quarter.
- 4. This agreement may not be assigned by either party without the prior written consent of the other.
- 5. MAI shall notify CLIENT(s) of any significant change in the membership of the firm within reasonable time after such change.
- 6. It is agreed by **CLIENT(s)** and **MAI** that this Agreement shall be governed by the Law of the State of Kentucky.
- 7. CLIENT(s) acknowledges receipt of "WHAT YOU MUST BE TOLD ABOUT MONEYWATCH," the equivalent to our ADV Part II, which accurately reflects our policies, procedures and business practices.

MONEYWATCH ADVISORS, INC.

| Ramsey Bova, President | Date |
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