



Investment Management Agreement

This agreement is made between the undersigned "Client" and All Season Financial Advisors, Inc. "Manager".

WHEREAS, Manager is registered pursuant to the Investment Advisors Act of 1940, as amended, and Client wishes to retain Manager with respect to the recommendation and management of investments by Client in stocks and/or mutual funds, the parties hereto agree to the following:

Client authorizes All Season Financial Advisors, Inc to:

- a) **Establish an account in client's name at the mutual fund group or brokerage.**
- b) **Permit the purchase, sale and exchange of stocks and/or mutual fund investments by manager on behalf of client without notice to or further authorization from the client.**
- c) **Authorize liquidation of funds to pay management fees to manager according to the fee schedule if client requests that fees be paid from the account.**

Manager shall have complete authority, in its discretion, to effect on behalf of the Client account(s), from time to time, the sale of any and all of the shares of various mutual funds, stocks, Exchange Traded Funds and the purchase of additional mutual fund stock and Exchange Traded Fund shares.

Client may make deposits or withdrawals from, his account at any time. Manager shall be notified of each withdrawal or deposit before they occur.

Manager is authorized to act in pursuance of this Agreement through any officer or employee designated for such purpose by the Manager's Board of Directors or its President.

Manager makes no promises, representations, warranties or guarantees that any of the services to be rendered here under will result in a profit to the Client. The investment timing decisions of the Manager are based on techniques and indicators that have been well researched and have produced profitable buy/sell signals in the past. However, there can be no guarantee that they will produce profitable results in the future. Client agrees to hold Manager harmless for any losses in Client accounts due to any decrease in net asset value of assets owned by Client due to, but not limited to, market timing decisions made by Manager which prove to be unprofitable;

communications or computer problems which prevent or limit the ability to effect purchases, sales or exchanges; or trading restrictions imposed by mutual funds or governmental authorities.

In the event that the Client shall die, or be declared incompetent, the authority of the manager to continue to act under the terms of the Agreement shall continue until such time as the Advisor is notified in writing of the death or incompetence of the Client.

This Agreement may be terminated at any time, for any reason, by either party giving written notice to the other at least ten (10) business days prior to the proposed termination date.

Client acknowledges that many mutual funds may have sales charges or redemption fees. Manager receives no compensation from any of these expenses. In addition, all mutual funds charge management fees or advisory expenses, separate from Manager's fees that are reflected in the Net Asset Value of the mutual fund.

The parties hereto agree that any controversy arising out of this agreement shall be submitted to arbitration conducted under the provisions of the American Arbitration Association. This does not constitute a waiver of any right provided by the Investment Advisor's Act of 1940, including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

No assignment of this Agreement shall be made by the Manager unless consented to in writing by the Client.

Client shall pay Manager for services rendered pursuant to this Agreement a fee calculated in accordance with the fee schedule on the next page. Fees are charged quarterly in advance. The fee for the first quarter shall be based on the principal amount invested. The fee for subsequent quarter shall be based on the market value of the account at the end of the quarter. Fees shall be payable at quarterly intervals ending in March, June, September and December. In the event of termination of the Agreement by the Client, the fee shall be refundable on a pro-rata basis. Notwithstanding anything to the contrary in the Agreement, fees, other than the initial

evaluation and account establishment fee discussed below, will be refunded in full, if termination of the Agreement is requested within five (5) business days of the original date of this agreement.

Right of Recession

CLIENT further acknowledges that he has had a reasonable opportunity (i.e. at least 48 hours) to review said Disclosure Statement, and to discuss the contents of same with professionals of his choosing, prior to the execution of this Agreement. Any CLIENT who has not received a copy of the 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.

Relative to the USA Patriot Act:

As of October 1, 2003. Important Information about procedures for opening a new Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Relative to Proxy Voting Policy:

All Season Financial Advisors, Inc. ("Advisor") does *not* vote client proxies. Therefore, although Advisor may provide investment advisory services relative to client investment assets, Advisor clients maintain exclusive responsibility 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 client's investment assets. Advisor and/or the client shall correspondingly instruct each custodian of the assets to forward to the client copies of all proxies and shareholder communications relating to the client's investment assets. Any questions regarding Advisor's proxy voting policy shall be directed to Sam Jones, Compliance Officer of Advisor, at (303) 837 1187.

Management Fees

The range of annual management fees falls between 1.2% and 1.8% for the vast majority of our client households. Fees are charged quarterly in advance (1/4 of annual rate) and are based on the household's assets under management at the beginning of each quarter. Fees may be paid directly by the client or be liquidated from the account with an authorization from the client. Copies of invoices and calculations are included in the quarterly reporting delivered to clients. New accounts, additions or partial withdrawals greater than \$10,000 and refunds for client cancellations will be calculated on a pro-rata basis. Management fees are negotiable at the Advisor's discretion but we are confident you will find our rates competitive and attractive considering our value proposition.

Management fees are negotiable (at the Manager's discretion)

Client will be billed by the Manager in accordance with the following fee schedule:

Fee Schedule

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Financial Planning:

Financial Planning provided through ASFA Certified Financial Planning Professional(s) will result in the use of any free annual financial planning hours associated with a client's wealth management package and then be charged a standard rate for subsequent hours. The current standard rate for financial planning services provided by Alex Osmond CFP® exceeding the planning hours of the Wealth Management Package is \$100/hour. Please see the Wealth Management Packages area of our website for more details.

Pursuant to the ongoing written disclosure requirement placed upon registered investment advisors, All Season Financial Advisors will deliver the following documents and information to you electronically unless you request otherwise by checking those items below.

** Please send the items checked below to me by Regular USPS Mail.

- Composite Performance Disclosure
- Privacy Policy Statement
- Proxy Voting Policy
- Initial Public Offering (IPO) Policy
- Annual ADV Part II and Schedule F Offer
- All documents and information listed above

Client hereby acknowledges receipt of Manager Form ADV, Part II. The laws of the State of Colorado shall govern this Agreement. This Agreement supersedes all prior or contemporaneous written or oral agreements.

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Date

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Date

Print Client Name (First, M.I., Last)

Print Client Name (First, M.I., Last)

Authorization to liquidate and collect fees directly from my account(s)

I authorize Fidelity Brokerage and/or Jefferson National to pay my advisor(Management) fees directly from my account(s) as invoiced by All Season Financial Advisors, Inc.

Initials

Accepted By: _____
Officer of All Season Financial Advisors

DATE _____