



**Trusskey Investment Advisors**  
137 Lakeside Drive \* Montgomery, Texas 77356  
Office & Fax: 936-588-0288  
E-mail: [Trusskey@OurMoneyFirm.com](mailto:Trusskey@OurMoneyFirm.com)  
Web Site: [www.OurMoneyFirm.com](http://www.OurMoneyFirm.com)

## ***INVESTMENT ADVISORY AGREEMENT***

Dated 03-15-08

Account Registration: \_\_\_\_\_  
(Name(s) on Account)

Address: \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State & Zip)

Phone Numbers:  
(Home) \_\_\_\_\_

(Work) \_\_\_\_\_

(Cell) \_\_\_\_\_

**Email is our primary form of communications; please keep Mr. Trusskey informed of any changes.**

E-mail address: \_\_\_\_\_

*The completed documents should be forwarded to:*

**Trusskey Investment Advisors  
137 Lakeside Drive  
Montgomery, TX 77356**

# ***INVESTMENT ADVISORY AGREEMENT***

This Investment Advisory Agreement (the "Agreement") is entered into by and between \_\_\_\_\_  
\_\_\_\_\_(the "Client"), and Matthew M. Trusskey, dba Trusskey Investment Advisors (the "Advisor").

## **RECITALS**

*WHEREAS, the Advisor offers an investment advisory Service for the management of mutual fund shares pursuant to which investment advice and such securities are provided by the Advisor, which is registered as an investment advisor pursuant to state securities laws and regulations; and*

*WHEREAS, the Client wishes to subscribe to the Advisor's advisory service under the terms and conditions set forth below after meeting with representatives of the Advisor in order to discuss the stated investment objectives of the Client (any change in these objectives shall be promptly communicated in writing to the Advisor).*

*NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the Client and the Advisor agree as follows:*

## **Agent and Attorney-in-Fact**

The Client hereby authorizes the advisor as its agent and attorney-in-fact to supervise and manage the investment and reinvestment of the property subject to the Agreement for the client's account and risk, and in the Client's name or number. In connection therewith, the Advisor shall in its discretion, sell, exchange or otherwise dispose of any property subject hereto; retain property; invest and reinvest the proceeds of any sale and any monies deposited herein and purchase and acquire therewith securities as it shall select; or any other kind of property which it deems suitable to meet the needs and investment objectives of the Client; hold uninvested such part of the funds for such periods as it shall determine to be reasonably necessary, without being required to earn or pay interest thereon. The Advisor shall be authorized to act for the Client in the same manner and with the same force and effect as the Client might or could do with respect to such investment and reinvestment, as well as with respect to all other things necessary or incidental thereto, except that the Advisor shall not be authorized to take or receive physical possession of any of the assets under its supervision. All assets of the Client to be monitored by the Advisor (the "Account") shall remain in the physical possession of an appropriate bank or other financial institution, which shall operate in the capacity of a custodian (the "Custodian").

## **Liability**

The Advisor agrees to manage the Account pursuant to the Agreement, as set forth in paragraph 1 above. In managing the account, the Advisor agrees to utilize its best judgement and efforts for the Client's benefit. The federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights, which the undersigned may have under any federal and state securities laws. The Advisor shall not be liable for any action taken or omitted except in the case of its own negligence, misconduct, or lack of good faith; provided, however, that the Client shall not be deemed to have waived compliance to the Advisor with any provision of Texas state security laws or with any rule, regulation or order thereunder. The Advisor shall have no responsibility for any acts of omissions in connection with the Custodian's collection of interest and dividends, if any, or the reports of the Custodian to the client or others.

## **Tax Treatment**

Neither the Advisor, nor any of its employees or agents shall be qualified to give, nor shall they give, any advice with respect to the tax treatment of profits or losses with regard to said investment advisory services.

## **Reports**

The Advisor shall furnish periodic statements in the usual form for accounts of this type, as specified in Part II of Form ADV of the Advisor, and shall deliver the same to the client or to any representative designated by the Client.

## **Account Minimum**

The Client agrees to an opening account minimum of at least \$25,000.00. (Waived for existing clients or with authorization from Mr. Trusskey.)

## Documentation

The Client agrees to execute any and all such documents and to file such reports as may be required by the Custodian, the Advisor and/or any regulatory agency or securities exchange in order to implement said purchases and sales, and to provide the Advisor with the requisite authority to manage the Account.

## Advisory Fees

In consideration of, and in compensation for, all the advisory and management services to be rendered by the Advisor to the Client under the Agreement, the Client shall pay to the Advisor the applicable management fee as set forth in the following schedules during the term of the Agreement:

<b>Account Size</b> (Assessed at End of Quarter)	<b>Annual Fee Rate</b> (Assessed Quarterly)	<b>Quarterly Fee Rate</b> (Assessed at End of Quarterly)
\$3,000 - \$250,000	1.00 %	0.25 %
\$250,000 - \$500,000	0.80 %	0.20 %
Over \$500,000	0.60 %	0.15 %

All assessment and billing of fees shall be on the first business day of each calendar quarter following the opening of the account. The fee will be automatically deducted out of the clients' account. No proration is available. Under special circumstances, as determined only by Truskey Investment Advisors, annual fees may be negotiable for accounts over \$1,000,000.

In order to comply with certain state statutory requirements regarding the maximum investment advisory fees that can be charged on certain state employee Optional Retirement Programs and/or certain variable annuities, Truskey Investment Advisors charges a maximum annual advisory fee of 2% on these specific programs.

"Total net assets of the Account" is defined as the Account's total assets less total liabilities (determined based on generally accepted accounting principles, consistently applied). For purposes of calculating net asset value of the Account, all securities shall be calculated at their then fair market value. The management fee shall be due and payable on the first day of the quarter following the date of the Advisory Agreement, and on the first day of each calendar quarter thereafter while the Advisory Agreement shall remain in force. The Advisor shall prepare a statement setting forth the amount of the management fee payable; this statement shall be forwarded directly to the Client.

## Exclusivity of Services

The Advisor's services are not exclusive, and the Advisor shall be free to render similar services to others, even if based upon the same advice. If a particular purchase or sale shall be advisable for more than one client advised by the Advisor, the Advisor may place the same or similar orders for all such clients. In such circumstances, there can be no assurance that all such orders shall be wholly or partially executed, or that the prices at which such orders are executed will be uniform. Accordingly, an order placed for the Client may not be executed while similar orders placed for other clients advised by the Advisor may be executed. The Client acknowledges that the advice given by the advisor shall be the confidential property of the Advisor, and the Client agrees that it shall not disclose such advice to third parties without the prior written consent of the Advisor.

## Termination of the Agreement

The term of the Agreement shall be for one (1) year from the effective date hereof, and shall be automatically renewed for successive additional terms of one (1) year, unless either party to the Agreement provides not less than (3) business days' prior written notice to the other party. After the Client has entered into the Agreement, the Agreement may be terminated at any time, for any reason, by either party upon providing not less than three (3) business days' prior written notice to the other party. In the state of Texas, client has a right to terminate the contract without penalty within five business days after entering into the contract. Upon receipt of a notice of termination from the Client, or if the Advisor shall give notice of termination to the Client, the Advisor shall immediately cease engaging in purchases and sales for the Account. Thereafter, the Advisor shall have no responsibility with respect to the assets in the Account. Upon termination of the Agreement by the Client, the Client shall be responsible for paying the Advisor the final quarter fees within 30 days of Advisors final billing. The full quarterly fee will be assessed upon the total Account balance on the last business day prior to the termination day, no matter which business day the account is terminated in the calendar quarter.

## Relationship between the Advisor and the Client

The relationship between the Advisor and the client shall be limited to that of advisor and client for the purposes of managing the Assets for the benefit of the Client. The Agreement shall not be deemed to establish a joint venture between the Advisor and the Client, or between the Advisor and the Custodian. Additionally, nothing in the Agreement shall be construed as creating a general partnership or other similar arrangement, or as authorizing any party hereto to act as a general agent of, or except as specifically provided herein to enter into any contract or

other agreement on behalf of any other party hereto. No party to the Agreement shall be liable to any third party in any way for any such unauthorized contract or agreement or for a negligent act or omission of the other party hereto.

### **Assignment of the Agreement**

The Agreement shall be binding upon and inure to the Client's successors and assigns; however, the Client shall not delegate or assign any of its duties or rights hereunder without the Advisor's prior written consent. Any delegation or assignment without such prior written consent shall be null and void. No assignment shall be made by the Advisor without the prior written consent of the Client.

### **Amendment to the Agreement**

The Agreement shall constitute the entire and whole agreement between the Client and Advisor and shall not be modified or amended, except by written instrument signed by the Client and the Advisor expressing such amendment or modification. No failure on the part of the Advisor or the Client to exercise, and no delay in exercising, any right, power or remedy hereunder by the Advisor or the Client shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

### **Severability**

If any provision of the Agreement, or the application of any such provision to any person or circumstances, shall be held to be inconsistent with any present or future law, ruling, rule, or regulation of any court or regulatory body, exchange, or board having jurisdiction over the subject matter of the Agreement, such provision shall be deemed to be rescinded or modified in accordance with such law, ruling, rule, or regulation, and the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is held inconsistent, shall not be affected thereby.

### **Survival**

The provisions of the Agreement shall survive the termination of the Agreement with respect to any matter arising while the Agreement was in effect.

### **Governing Law**

The Agreement shall be entered into in accordance with, and shall be governed by, the laws of the State of Texas; provided, however, that in the event that any law or laws of the State of Texas shall require or otherwise dictate that the laws of another state or jurisdiction be applied in any proceeding, such Texas law or laws shall be superseded by this paragraph and the remaining laws of the State of Texas shall nonetheless be applied in such proceeding. Notwithstanding the foregoing, no state law shall be applied in any circumstance or situation in which the federal securities laws would be inconsistent with the law of the state, but rather the federal securities laws shall be applied and shall be controlling.

### **Consent to Jurisdiction**

The parties hereto agree that any action or proceeding arising, directly, indirectly, or otherwise in connection with, out of, related to, or from, the Agreement, any breach hereof, or any transaction covered hereby, shall be resolved within Montgomery County, in the City of Conroe, in the State of Texas. Accordingly, the parties consent and submit to the jurisdiction of the federal and state courts located within Montgomery County, in the City of Conroe, in the State of Texas. Furthermore, the parties agree that any action or proceeding brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Agreement shall be brought by the party exclusively in the federal or state courts located with Montgomery County, in the City of Conroe, in the State of Texas. Maryland and Oklahoma residents shall not be bound by this choice of jurisdictions clause.

### **Headings**

Headings to sections in the Agreement are for convenience of the parties only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

### **Brochure Rule**

The Client acknowledges, by a signature below, the receipt of the Advisor's brochure as defined by Texas State Securities Board rules. The advisor's required disclosures are made available via Advisor's web site [www.OurMoneyFirm.com](http://www.OurMoneyFirm.com) or [www.TIAhome.com](http://www.TIAhome.com) on an ongoing basis. Advisor's annual requirement to deliver to the client a current ADV Part II and Advisor's Privacy Policy Notice is satisfied by the availability of said information via the web site. Hard copies will be mailed to clients anytime upon verbal request.

**Notices**

Communications shall be sent to the Client at the following address: \_\_\_\_\_

Communications shall be sent to the Advisor at the following address: 137 Lakeside Drive Montgomery, TX 77356. The notices specified in paragraph 8 above (Termination of the Agreement) shall be by certified mail, return receipt required, or by telegram.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date(s) set forth below, and the Agreement is effective on the date of acceptance by the Advisor.

**Signatures**

*I have read Trusskey Investment Advisors Advisory Agreement and Part II of Form ADV and hereby agree to the terms set forth.*

"Client acknowledges receipt of Part II of Form ADV; a disclosure statement containing the equivalent information; or a disclosure statement containing at least the information required by Schedule H of Form ADV, if the client is entering into a wrap fee program sponsored by the investment adviser. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written or oral advisory contract with this investment adviser, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the contract have signed the contract, or, in the case of an oral contract, otherwise signified their acceptance, any other provisions of this contract notwithstanding."

CLIENT SIGNATURE:

DATE:

JOINT CLIENT SIGNATURE:  
(If Applicable)

DATE:

ACCEPTED BY:

DATE:

MATTHEW M. TRUSSKEY, dba TRUSSKEY INVESTMENT ADVISORS

*The completed documents should be forwarded to:*

**Trusskey Investment Advisors  
137 Lakeside Drive  
Montgomery, TX 77356**