



INVESTMENT ADVISORY AGREEMENT

Between

Family Retirement LLC
Investment Advisors

and

("Investment Account")

THIS AGREEMENT sets forth the terms and conditions of the appointment by the undersigned _____ ("Client") located at _____ and Family Retirement LLC ("Adviser"), located at 1700 Westlake Ave N. Ste 200, Seattle, WA 98109, as investment adviser for the Investment Account named above.

1. Appointment of Manager. Client appoints Adviser as the investment adviser to manage the assets of the Client in the Investment Account on either a discretionary or non-discretionary basis. The assets to be managed will be all assets held in the Investment Account at any time during the term of the Agreement. The Client agrees to furnish to Adviser information, authorizations and documentation as Adviser may from time to time require to enable it to carry out its obligations under this Agreement or required by law. Unless otherwise specified in Paragraph 12, hereto, such appointment will be effective as of the date which appears next to the Client's signature below or until this appointment is terminated in writing pursuant to Paragraph 16 of this Agreement.

2. Investment Objectives. The Investment Account will be invested in the strategy as set forth in the Investment Objectives and Guidelines delineated in Appendix A, and/or as modified by any policies, objectives, guidelines or restrictions imposed by Client ("Investment Policy"). Client is responsible for providing any amendments, changes or revisions of Client's Investment Policy to Adviser. For any Investment Policy that includes socially responsible investing, Client is responsible for providing Adviser a list of specific securities that Adviser cannot purchase for the Investment Account.

3. Scope of Authority. Subject to Paragraph 2 above, Client hereby agrees that Advisor will provide discretionary or non-discretionary investment management services to one or more investment advisory accounts (individually or collectively the "Investment Account") pursuant to the terms of this Agreement. Accounts will be identified in Item 12 below, which will be updated from time to time with a separate schedule of accounts, if needed. Assets will be allocated consistent with Client's financial objectives and constraints, risk tolerance and prevailing economic conditions.

Select One by Checking Below

Discretionary Authority. Investment Account will be managed on a discretionary basis ("**Discretionary Account**"), Adviser will have full authority to direct the investment, reinvestment, allocation and reallocation of the assets in Investment Account (including, but not limited to, investments in investment vehicles, accounts or funds managed by independent investment managers) and otherwise to execute transactions in the Discretionary Account without obtaining Client's specific, prior consent. Client agrees to execute and deliver such further instruments and documents including, but not limited to, trading authorizations, powers of attorney, subscription agreements and investor questionnaires, as may be requested by Adviser in connection with any investment, reinvestment, allocation or reallocation of Account assets, or in order to confirm to a service provider Advisor's authority to act on behalf of Client with respect to the Discretionary Accounts pursuant to this Agreement.



OR

Non-Discretionary Authority. Investment Account will be managed on a non-discretionary basis ("**Non-Discretionary Account**"). Advisor will not have investment authority to execute transactions or direct the investment, reinvestment, allocation or reallocation of the assets in the Account without obtaining Client's prior consent. Client agrees to furnish any third-party trading authorizations required by custodian to permit Advisor to execute transactions previously authorized by Client.

Limited Power of Attorney – Discretionary Authority. If Client has elected to have Advisor provide discretionary services under this Agreement, Client hereby authorizes and appoints Advisor as its agent and attorney-in-fact, to invest and reinvest on a discretionary basis all assets held in any Discretionary Account without contacting the Client for prior approval. This authorization and appointment grants Advisor full authority to invest and reinvest the assets in any Discretionary Account in any securities or other investments, including any proceeds thereof; to purchase, hold, sell, tender, exchange, convert, exercise and otherwise acquire or dispose of, and trade and deal in or with any and all securities and other investments; and to give instructions in furtherance of such authority to the Custodian of the Discretionary Account assets; to place orders for securities and investment transactions with such broker, dealers and other parties (collectively, "**Broker-Dealers**") as Client may select; to arrange for delivery of, and payment for, any investments; to take or omit to take any action as it deems appropriate (except that Advisor is not authorized to make any withdrawals of funds or securities from the Account, except its advisory fees as described in this Agreement); and to maintain Discretionary Account assets in cash or cash equivalents, and to invest Account assets on a temporary basis including but not limited to: U.S. government obligations, certificates of deposit, commercial paper or bankers' acceptances. Client will give Advisor prompt written notice of any investment or asset allocation that Client believes to be in violation of this authorization.

4. Fees. For its advisory services provided to Client, Adviser shall be entitled to the fees and terms of payment set forth in Appendix B to this Agreement. Adviser's fee is separate from and does not include brokerage commissions, dealer spreads and other costs associated with the purchase or sale of securities, custodian fees, interest, taxes and other Investment Account expenses. These expenses are the responsibility of Client. Client may provide written instructions to Adviser to have Adviser provide Client's management fee invoice for payment directly or to Client's Custodian for payment. Pursuant to WAC 24A-005, WAC 24A-105 and 106, Adviser has custody due to direct fee deduction from the Investment Account. Adviser warrants that it will comply with WAC 24A-105 and 106 and will provide a notice of fee deduction to the Custodian of the Investment Account concurrently with sending to Client an itemized invoice reflecting the fee charged, the formula used to calculate the fee, the fee calculation itself, the amount of assets under management the fee is based on, the time period covered by the fee, and the custodian holding your assets. Fees may be negotiable.

Please indicate whether you will pay by direct fee deduction or by check to Adviser:

- Client agrees to pay by direct fee deduction.
- Client agrees to pay by check.

Pursuant to Securities Act Policy Statement – 21, for Clients requesting payment by check, we will provide an itemized invoice reflecting the fee, the formula used to calculate the fee, the amount of assets under management the fee is based on and the time period covered by the fee.

Adviser will not be compensated on the basis of a share of capital gains upon or capital appreciation of the Investment Account or any portion of the Investment Account of the Client except as permitted under WAC 460-24A-150.

5. Custody and Custodial Account Statements to Client. The Investment Account will be maintained by a "qualified custodian" as that term is defined in WAC 460-24A-005(4) ("Custodian") and is identified in Paragraph 12,



to take and have possession of funds and securities of the Investment Account. Client agrees to notify Adviser in writing of any material changes with respect to Custodian, to provide Adviser with reasonable prior notice of any intention to appoint a successor custodian and to ensure that any such successor custodian is also a qualified custodian. Client understands and agrees that: (i) Adviser will not serve as the qualified custodian to the Investment Account, (ii) Adviser will not be liable for any independent act or omission of any custodian and (iii) Adviser will be entitled to rely on any information provided by any custodian or any other agent of Client. If Adviser becomes aware of a material error by Custodian, Adviser will immediately make its best efforts to have Custodian correct the error or inform the Client or both.

Client will instruct Custodian to provide Investment Account statements to Client and Adviser no less frequently than quarterly, which shall include: (i) the amounts for each security and all funds in the Investment Account at the end of the applicable period; and (ii) all transactions in the Investment Account during that period. Client will also instruct Custodian to provide Adviser with such other periodic reports concerning the status of the Investment Account as Adviser may reasonably request from time to time.

6. Accounting and Reports from Adviser. Client acknowledges that except for quarterly account statements, and other records required by law, all records of trading activity will be the responsibility of the Custodian.

Unless otherwise instructed by Client, Adviser by its duly authorized representative shall make itself available to meet with Client, either in person or through teleconference, upon reasonable notice at least annually, to advise Client regarding any matters affecting its duty and responsibility in connection with Client.

Client may appoint a Consultant or other Independent Representative, as identified in Paragraph 11, to meet with Adviser, and receive copies of all records of investments, receipts, disbursements and other transactions hereunder and any other reports or statements as may be reasonable to assist the Consultant or other Independent Representative in its obligations to provide Client with an analysis of the investment advice and performance rendered by the Adviser.

7. Brokerage and Best Execution. Adviser may place orders for the execution of transactions with or through such brokers or dealers as Adviser may select. Adviser shall seek to obtain best execution of trades for Client, taking into account customary practices in prevailing markets for particular types of investments being traded and the full range, quality, and reliability of brokerage services, as well as commission rates, and any other relevant factors. Adviser shall not be responsible for any independent act or failure to act by Client, Custodian, a broker-dealer, or any other third party.

8. Aggregation of Trades. Client acknowledges and agrees that Adviser may aggregate purchase and sale orders for the Investment Account with purchase or sale orders for the same security for other clients' accounts where such aggregation is likely to result generally in a more favorable net result for Adviser's clients. However, Adviser is under no obligation to aggregate orders, even if doing so may result in more favorable net results.

Client further acknowledges that circumstances may arise under which Adviser determines there is a limited supply or demand for a security. Under such circumstances, Client acknowledges that, while Adviser intends to allocate the opportunity to purchase or sell that security among those accounts managed by Adviser on an equitable basis, there may be circumstances preventing the Adviser from treating all accounts equally in connection with every trade. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all securities purchased or sold for client accounts, Adviser will allocate the securities in accordance with Adviser's order allocation procedures to ensure the fair and equitable treatment of all accounts.

9. Voting of Proxies. Advisor does not vote Investment Account proxies. Client is responsible for voting any such proxies. Advisor will instruct the Custodian to forward an proxy materials involving securities in the Investment Account to Client, and not to Advisor. The Custodian, and not Advisor, is responsible for timely transmission of any proxy materials to Client.



10. Legal Proceedings. Client acknowledges that Adviser will not advise or take any action on behalf of Client in any legal proceedings, including bankruptcies or class actions, involving securities held in, or formerly held in Client's Investment Account or the issuer of those securities.

11. Communications and Notices. Client instructions with respect to securities transactions may be given orally, but must be confirmed in writing as soon as practicable.

Client consents to the following with respect to the delivery of all communications and documents and understands that consent may be revoked at any time by providing written notice to Adviser. Adviser is authorized to send notices or other communications required to be given under this Agreement or by law (such as Form ADV) in person, by U.S. mail, by overnight mail, by facsimile transmission, by electronic mail ("email"), or by other widely used electronic medium. By consenting to the electronic delivery of all information related to Client's Investment Account, Client authorizes Adviser to deliver all communications by email to the email address(es) listed below. Client will promptly notify Adviser if Client's email address changes. Client retains the right to request information required by law in hardcopy and such request would not be a revocation of the authorization to receive information electronically.

Client's Electronic Address(es): _____

Client elects to opt out of receiving documents electronically

Client may elect to appoint a Consultant or other Independent Representative to receive account statements from and attend meetings with Adviser in lieu of Client receiving such statements or attending such meetings. A Consultant or Independent Representative is a person who: (i) Acts as agent for Client and by law or contract is obligated to act in the best interest of Client; (ii) Does not control, is not controlled by, and is not under common control with Adviser; and (iii) Does not have, and has not had within the past two years, a material business relationship with Adviser.

If Client elects to appoint a Consultant or other Independent Representative to receive account statements on behalf of the Client, provide Consultant or other Independent Representative information here:

Name:
Firm:
Address:
Phone No.:
Email Address:

Unless otherwise directed by Adviser, all communications from Client to Adviser shall be addressed to:

Kassondra Dykema
1700 Westlake Ave North Suite 200
Seattle, WA 98109
Phone: 425 610-9226
Email: kj@familyretire.com

12. Miscellaneous Information. As referenced in Paragraph 1 above, unless different than the date that appears next to the Client's signature below, the effective date of Adviser's appointment is _____.

As referenced in Paragraph 5 above, Client appoints the following as the qualified custodian for the Investment Account:



Name of Custodian: **Charles Schwab & Co.**

Account Number: _____

13. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel and accountants, (v) as necessary for Adviser to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed to by the parties.

Unless Client instructs Adviser otherwise in writing, Adviser has Client's authorization to disclose Client's identify on Adviser's Representative list of Clients.

14. Non-Exclusive Contract. It is understood that Adviser provides advisory and portfolio management services to other clients and may give advice, and take action, with respect to any of those clients, which may differ from the advice given, or the timing or nature of action taken, which respect to the Investment Account. Adviser shall have no obligation to purchase or sell for the Investment Account, or to recommend (or refrain from recommending) for purchase or sale for the Investment Account, any security that Adviser, its principals, officer, employees or their family members may purchase or sale for themselves or for any other clients. Client also recognizes that transactions in a specific security may not be accomplished for all client accounts at the same time or at the same price.

15. Agreement Not Assignable. No assignment (as that term is defined in RCW 21.20.030) of this Agreement may be made by Adviser without the Client's prior written consent of such assignment.

16. Duration and Termination. This Agreement shall be effective on the date next to Client's signature below or otherwise specified in Paragraph 12, and shall remain in full force and effect until terminated at any time upon 30 days prior written notice by either party. Upon termination, it is Client's responsibility to issue written instructions regarding the assets in the Investment Account. Termination will not affect commitments actually made for Client prior to such notice. Fees will be prorated to date of termination and any unearned portion of prepaid fees will be refunded to Client. Upon receipt of Client's written notice to terminate this Agreement, Adviser is under no obligation to recommend or advise any action with regard to the securities or other assets held in the Investment Account. Nothing in this paragraph shall be construed to limit Client's right to terminate Adviser's discretionary authority under Paragraph 3 hereof at any time. Client has 5 business days to terminate this agreement, without penalty, if Advisers Form ADV Part 2 is not delivered within 48 hours prior to entering into this agreement

17. Severability. Each provision of this Agreement is intended to be servable from the other so that if any provision or term hereof is declared invalid for any reason whatsoever, such declaration shall not affect the validity of any other provision which shall remain in full force and effect.

18. Representations. Each party represents that it is duly authorized and empowered to enter into and perform this Agreement.

Adviser represents that it is registered as an investment adviser under the Securities Act of Washington and will maintain such registration throughout the term of the contract. Adviser will promptly notify Client if its registration becomes ineffective for any reason.



Adviser does not assume responsibility for the accuracy of information furnished by Client. Client agrees to notify Adviser in a timely fashion regarding any changes affecting the Investment Account or Client's investment objectives or financial responsibilities.

Client represents that (i) the terms of this Agreement do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise; (ii) the investment objectives and guidelines have been approved by Client's investment committee or other duly organized body; (iii) the investment program contemplated in this Agreement and the investment guidelines are prudent in light of Client's overall investment portfolio; and (iv) this Agreement has been duly authorized and will be binding upon client in accordance with its terms.

19. Disclosure Statements. Client acknowledges receipt of Adviser's most recent Disclosure Statement and Supplement (Form ADV, Part 2A) and (ADV 2B) as required by WAC 460-24A-145, and Privacy Policy prior to or as of the date of execution of this Agreement shown below.

20. Limitations of Adviser's Responsibility and Liability. Adviser is only responsible for assets in the Investment Account as identified in this Agreement or amendments. Adviser shall not be liable for any expenses, losses, damages, liabilities, demands, charges or claims of any kind or nature whatsoever (collectively, "losses") by or with respect to the Investment Account except to the extent that such losses are actual investment losses directly resulting from Adviser's willful malfeasance, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement. However, nothing herein may be interpreted to limit or modify the Adviser's fiduciary duty to the Client and nothing in this agreement is a waiver of any right or remedy a Client may have under federal and state securities law, or any other laws whose applicability is not permitted to be contractually waived. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith. Adviser shall have no liability for Client's failure to timely inform Adviser of any changes in Client's investment objectives or financial circumstances (as required by Paragraph 18) which might affect the manner in which Client's assets are invested.

21. Indemnification. Client shall indemnify and hold harmless Adviser, its affiliates, principals, officers and employees for, from and against any and all Losses arising out of or in connection with this Agreement, except to the extent based upon, Advisers willful malfeasance, bad faith, gross negligence or reckless disregard of obligations or duties under this Agreement, actions outside the scope of Adviser's authority or other material breach under this Agreement, by its principals, officers, employees and agents. Notwithstanding the foregoing, nothing herein may be interpreted to limit or modify the Adviser's fiduciary duty to the Client and nothing in this agreement is a waiver of any right or remedy a Client may have under federal and state securities law, or any other laws whose applicability is not permitted to be contractually waived. Federal and state securities laws impose liabilities under certain circumstances on persons wo act in good faith.

22. Entire Agreement; Governing Law. This Agreement, including the Appendices attached hereto and incorporated by reference, constitutes the entire agreement between the parties with respect to management of the Investment Account. The Agreement may not be amended or modified in any way except by written agreement of both parties. The Agreement shall be governed by and construed in accordance with the law of the State of Washington, except to the extent superseded by federal law. For Clients residing in the State of Washington, this contract shall not waive or limit compliance with, or require indemnification for any violations of, any provision of the Securities Act of Washington, chapter 21.20 RCW.

Client	Adviser: Family Retirement LLC
Date of Signing:	Date of Signing:



Signature:	Signature:
Name and Title:	Name and Title: Kassondra Dykema, Managing Member



APPENDIX A

INVESTMENT OBJECTIVES AND GUIDELINES

Statement of Purpose. The purpose of these guidelines is to:

- Establish the investment objective and performance standards of the Investment Account,
- Ensure that Investment Advisor has the capability to evaluate the risks of all financial instruments in which the Investment Account is invested, and
- Prevent Investment Advisor from exposing the Investment Account to excessive overall levels of risk, exposure to inappropriate risk sources, or disproportionate exposure to any one risk source.

Investment Guidelines. Investment Advisor will manage Investment Account consistent with the Investment Account objectives outlined above and in compliance with Guidelines stated below.

Eligible Securities

- Common stocks. Publicly traded real estate investment trusts (REITs), American Depository Receipts (ADRs), LPs, MLPs, Unit Investment Trusts (UITs) and Exchange Traded Funds (ETFs) are specifically included as domestic common stocks.
- Convertible debentures, convertible preferred stock and preferred stock.

Prohibited Securities. The following types of securities are specifically prohibited:

- Derivatives including but not limited to puts, calls, straddles, spreads, or any combination thereof, or any option strategy. Futures are prohibited.
- Private Placements and venture capital. Warrants, legend, lettered or restricted stock except as received as a distribution from or attached to an eligible investment.
- Non U.S. dollar denominated securities.

Prohibited Transactions. The following transactions are specifically prohibited:

- Borrowing money
- Purchasing securities on margin
- Selling securities short
- Making loans or acting as an underwriter



**APPENDIX B
FEE SCHEDULE
SCHEDULE OF INVESTMENT MANAGEMENT FEES**

For its advisory services provided to Client, Adviser shall be entitled to an annual management fee pursuant to the schedule below:

1.25% annually on the first \$1 million of assets held in the Investment Account
1.00% annually on the next \$4 million of assets held in the Investment Account
Over \$5,000,000 of assets held in Investment Account are Negotiable

At the beginning of each calendar quarter a fee equal to one-fourth (1/4th) of the annual fee will be calculated based on the aggregate fair market value of the assets held in the Client's Investment Account on the first day of the quarter. The quarterly fee will be billed in advance and based on the assets' market values as reported by Client's custodian. Adviser will provide a fee invoice to Client, and/or to Client's designated representative as provided for in Paragraph 11 of the Investment Management Agreement, including the value of the Investment Account at the beginning of the quarter and the fee due.

Fees will be prorated upon the establishment of the Investment Account and upon termination of the Investment Account. In addition, Adviser will prorate (based on actual days and a 365-day year) its fee if, during any calendar quarter, Client's net deposit or withdrawals significantly differs, in Adviser's sole determination from the valuation of the preceding quarter's Investment Account.