

Investment Advisory Agreement

This investment advisory agreement is between IMYERS corporation and _____. IMYERS corporation is registered with Washington State and _____ wants to retain us to act as your investment advisor in accordance with the terms and conditions of this agreement.

This agreement is intended to outline the responsibilities of the parties with regard to the investment management services to be provided by IMYERS corporation.

1. We will give you the benefit of our continuing study of economic conditions, securities markets and other economic issues. On the basis of these studies, we shall provide advice regarding the allocation of your assets, including the specific allocation of money market funds, stocks & bonds, CDs, municipal and government securities, and other appropriate investments.
2. We will, after consulting with you, recommend that you establish and maintain, in your name, accounts into which you shall deposit funds and/or securities, which shall be referred to as, managed assets.
3. You may at any time increase or decrease your managed assets. Your account(s) will, at all times, be held solely in your name and will require your authorization for withdrawal.
4. You will receive statements directly from your broker/dealers. IMYERS corporation does not prepare regular client reports.
5. You agree to pay IMYERS corporation an annual fee for managing your account(s) on a discretionary basis. The fee will be billed to client's directly based on the gross value of your accounts, and will be paid quarterly, at the end of each quarter. Clients may prefer to have our fee withdrawn from their account(s). This will only be permitted when the client authorizes this agreement in writing; the advisor sends the bill to both the client and custodian at the same time; the bill shows the amount of the fee, how it was calculated and the value of the assets upon which the bill is based; and at least quarterly, the custodian notifies the client how much has been paid to the advisor.
6. Clients wishing to implement the applicant's advice are free to select any broker they wish, and are so informed. Those wishing for the applicant to recommend a broker will get a recommendation based on the broker's costs, skills, reputation, dependability and compatibility with the client. NOTE: Clients may be able to obtain lower commissions and fees from other brokers, and the value of products, research and services given to the applicant is not a factor in determining the selection of broker/dealers or the reasonableness of their commissions.
7. You acknowledge that past performance of investments recommended by IMYERS corporation

should not be construed as an indication of future results, which will prove to be better or worse than past results. YOUR INVESTMENTS WILL GO UP OR DOWN, DEPENDING ON MARKET CONDITIONS. We make no promises, guarantees or warranties that any of our services will result in a profit to you. You may rely on information furnished by us to be reasonably accurate and reliable.

8. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
9. This agreement may be modified upon such terms as may be mutually agreed upon in writing. This agreement is terminable by you at any time, and for any reason.
10. Either party may terminate this agreement upon written notice. The agreement is not assignable by IMYERS corporation without the advance written consent of the client.
11. If this agreement is established by you, the undersigned, in a fiduciary capacity, you hereby certify that you are legally empowered to enter in or perform this agreement in such a capacity. If this agreement is established by a corporation, the undersigned certifies that the agreement has been duly authorized, executed and delivered on behalf of such corporation and that the agreement is a validly certified copy of a resolution of the Board of Directors of the corporation to that effect and authorizing the appropriate officers of the corporation to act on its behalf in connection with this agreement.
12. This agreement shall be governed by the laws of Washington State. This agreement contains all the understanding of the parties as to this agreement.
13. You certify that the social security number (or tax ID number) set forth is correct and that you are not subject to "backup withholding" under section 340(a)(1)(c) of the Internal Revenue Code or any successor provision.

Signature Page

I. Advisory Fee:

- 2.00 % from \$0 - \$25,000
 - 1.50 % from \$25,000 - \$100,000
 - 1.25 % from \$100,000 - \$250,000
 - 1.00 % from \$250,000 - \$500,000
 - .75 % from \$500,000 - \$1,000,000
 - .50 % over \$1,000,000
- Annually, Paid at the End of Each Quarter (\$25 minimum)

II. Form ADV II:

_____ (Please Initial) Client Acknowledges Receipt of Form ADV Part II

III. Client Hereby Agrees to the Conditions of this Agreement as Outline Above:

Client Signature

Client Signature (joint)

Client Name (print)

Client Name (print)

Tax ID (Social Security)

Tax ID (Social Security)

Date

Date

IV. IMYERS Corporation Hereby Agrees to the Conditions of the Agreement as Outline Above:

Signature

Name (print)

Date